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Contents.

Cases Reported this Week.

CURRENT TOPICS.

WE ARE INFORMED that the Prince of Wales has accepted the invitation of the treasurer and the masters of the bench to dine in the Hall of Gray's-inn on Grand-day, Friday, June 14.

THE LIST of appeals set down for the Trinity Sittings shews 77 cases before Court of Appeal No. 1, including 7 in the new trial list; 61 final and 4 interlocutory appeals from the Queen's Bench Division, and 5 Admiralty appeals. There are for Court of Appeal No. 2 29 final appeals from the Chancery Division and 2 from the County Palatine of Lancaster.

IN THE cause lists of the Chancery Division the total number of cases set down for the Trinity Sittings is 402, as against 404 in the Easter Sittings, and 320 a year ago. Of these 402 cases there are 68 before Mr. Justice CHITTY, 95 before Mr. Justice NORTH, 104 before Mr. Justice STIRLING, 40 before Mr. Justice KEKEWICH, and 95 before Mr. Justice ROMER.

IT WOULD be of great advantage to the profession, as well as to suitors, if care were taken to publish the full list of causes several days before the first day of the sittings. The inconvenience of delaying the publication of the printed list until the latest possible moment has been often commented on in these columns. The full list for the present sittings is, we believe, not likely to be published until Saturday or Monday.

THE WONDERFUL old man who became a Vice-Chancellor at an age when most judges are thinking of retiring; who administered justice, on the whole, very satisfactorily for sixteen years, and left the bench at the age of eighty-eight years in full possession of all his mental faculties, has at last succumbed—not to illness (who ever knew Sir JAMES BACON ill?), but to advanced age. There have been few judges of whom more stories are told; his caustic humour was allowed the freest play on the bench, yet he made no enemies. There was always something in his manner which prevented his observations from creating annoyance, and his victim usually joined in the laugh raised against him. Apart from law he had many resources; Londoners will remember his figure (and his bandana handkerchief) at the Monday Popular Concerts, and his years of retirement were placidly spent in the companionship of his books and numerous friends. His birthdays were the occasion for a gathering of those who desired to testify their respect and admiration for him.

In order to dispose of the 236 witness actions in the Chancery Division lists, the judges will sit as follows:—Mr. Justice Chitty will, on Tuesday, the 18th inst., sit to hear witness actions every day until the 29th inst., with the exception of Monday, the 24th inst., and during that period his motions and unopposed petitions will be heard by Mr. Justice North. Mr. Justice Kekewich will begin his fortnight on Tuesday, the 25th inst., and will hear witness actions every day until the 6th of July, with the exception of Monday, the 1st of July, and his motions and unopposed petitions will during that period be heard by Mr. Justice Stirling. Mr. Justice North will, on Tuesday, the 2nd of July, commence the hearing of witness actions, and will continue the same each day until the 13th of July, with the exception of Monday, the 8th of July, and during that period his motions and unopposed petitions will be heard by Mr. Justice Chitty. Mr. Justice Stirling will, on Tuesday, the 9th of July, commence the hearing of witness actions, and will continue the same until the 20th of July, and his motions and unopposed petitions will during that period be heard by Mr. Justice Kekewich. Mr. Justice Romer will hear witness actions each day, subject, of course, to any business he may be called upon to take during the absence on circuit of Mr. Justice Vaughan Williams.

In commenting, a fortnight ago, on the existing arrangements for recovering the costs of an appeal to the House of Lords from a judgment of the Court of Appeal in an action proceeding in the High Court, we alluded to a case of *Brocklesby* v. *Temperance Permanent Building Society*, in which the House of Lords dismissed the appeal, with costs; and we pointed out that, in the absence of any precedent for making the order of the House of Lords an order of the Chancery Division, one of the respondents on the appeal had no remedy given them by law for recovery of costs except by the issue of a writ for their recovery, and that such writ had been issued. We greatly regret to learn that our observations have caused annoyance to the appellant in the recent case, who appears to regard them as suggesting that, owing to a refusal by him to pay the costs in question, it became necessary for the respondent to issue a writ for their recovery. He informs us that the suggestion which he considers is contained in the article is "entirely unfounded and uncalled for." We trust we need hardly say that no such suggestion, nor the smallest reflection on the appellant, was intended; nor do we think that anyone could attach such a meaning to our observations. The sole intention of the writer was to point out that an order of the House of Lords affirming the Court of Appeal has no executive force, and requires to be supplemented by a fresh action—a state of things which appeared to us to be a defect in procedure, for which we ventured to suggest a remedy. We must express our great regret that, in consequence of our remarks with regard to the recent case, annoyance should have been caused to an esteemed member of the profession of long standing.

In the case of *Botten* v. *City and Suburban Permanent Building Society* (reported elsewhere) Stirling, J., has declined to follow the decision of Kekewich, J., in *Kemp* v. *Wright* (1894, 2 Ch. 462), that the vested rights of members of a building society can be altered against their will by an instrument of dissolution. Section 32 of the Building Societies Act, 1874, specifies as one of the modes in which a building society may be dissolved, "dissolution with the consent of three-fourths of the members, holding not less than two-thirds of the number of shares in the society, testified by their signatures to the instrument of dissolution"; and the list of matters which the instrument of dissolution is to set forth includes "the intended appropriation or division of the funds and property of the society." In *Kemp* v. *Wright* the instrument of dissolution provided that, after payment of the expenses of the dissolution, the funds should be applied in the next place in payment to the members of the amounts standing to their credit in the books of the society, in case of deficiency rateably; and the term "member" was to include all members of the society, whether they had given notice of withdrawal or not, members who had given notice being expressly deprived of priority. Now members of a building society who have given notice of withdrawal clearly obtain a vested right of priority of payment over the other members (*Sibun* v. *Pearce*, 38 W. R. 658, 44 Ch. D., p. 371), though this right is liable to be divested by an alteration of the rules: *Pepé* v. *City and Suburban Permanent Building Society* (41 W. R. 548; 1893, 2 Ch. 311). In *Kemp* v. *Wright* Kekewich, J., held that an alteration of vested rights effected by an instrument of dissolution is equivalent to an alteration effected by the rules, and he supported accordingly the validity of the direction for equal distribution as between withdrawing and other members. But as Stirling, J., pointed out in the present case, the provision for alteration of the rules which is contained in section 18 of the Act of 1874 requires that the alteration shall be effected by a meeting of the members, and it does not follow that an instrument of dissolution, which can be executed without a meeting, must have a similar effect. Hence he held that a provision in an instrument of dissolution similar to that in *Kemp* v. *Wright*, depriving withdrawing members of priority, was invalid. It will be necessary in future in settling instruments of dissolution to observe that the vested rights of members under the rules are strictly observed. Any alteration in these rights which it is desired to make must be effected previously by an alteration in the rules of the society.

We have received a copy of the papers and correspondence which have passed between the Council of the Incorporated Law Society and the Lord Chancellor and the Board of Trade with reference to the new rules under the Companies (Winding-up) Act, 1890, suggested by the Council. The origin of the matter is to be found in the letter of Sir John Hibbert, on behalf of the Treasury, to the Board of Trade, dated the 23rd of January, 1893. In that letter, which was an answer to a request for a further increase in the number and cost of the staff of the official receiver, the Treasury objected to the rapid growth of the cost of the Winding-up Department, and attributed it to the desire of the official receiver to undertake liquidations in every case in which the shareholders and creditors did not oppose his appointment. This policy, though due perhaps to a fair construction of the provisions of the Act of 1890, nevertheless enabled a Government Department to interfere far more extensively than had been contemplated, when the Bill was under discussion, with the conduct of the joint-stock business of the country, and the Treasury urged that a Government Department ought to restrict itself to inquiry into and prosecution of offences, and to the preservation of the assets until a permanent liquidator was appointed. With a view to this it was suggested that the official receiver should discourage the appointment of himself as permanent liquidator. In order to carry out the policy indicated in Sir John Hibbert's letter, the Council of the Incorporated Law Society prepared and forwarded to the Lord Chancellor and the Board of Trade a set of draft rules, the objects being (1) to ensure that meetings of the contributories and creditors should be held within three weeks from the date of the winding-up order; (2) to preclude a provisional liquidator from selling the company's assets, except in cases of urgency and with the leave of the court; (3) to facilitate the appointment as liquidator of persons other than the officials of a public department; and (4) to obviate or reduce the expense of proving debts. In the explanatory statement accompanying the draft rules it was pointed out that the holding of the meetings of creditors and contributories had been delayed by the provision of rule 45 of the Rules of 1890, under which the meetings were not to be held until the statement of affairs had been submitted; and that the provisional liquidator had been accustomed to avail himself of the delay to proceed with the realization of assets. The draft rules provided, *inter alia*, for the rescission of rule 45; for the prohibition of the realization of assets by the provisional liquidator, save with the leave of the court; that the official receiver should advise the creditors and contributories to choose some person other than himself as liquidator and should not use a general proxy in his own favour or against the appointment of another person except at the request in writing of the person giving the proxy; and that general proxies might be given to any person entitled to vote at the meeting.

Hereupon a three-cornered correspondence ensued between the Lord Chancellor, the Board of Trade, and the Incorporated Law Society. The draft rules were forwarded in July, 1894. A month later the Lord Chancellor transmitted the reply of the Board of Trade. In effect it alleged that Sir John Hibbert's letter had been superseded by the report of the inter-departmental committee to which the letter had given rise, and that, of the objects proposed by the draft rules, the only one supported by the report was the first. In respect of accelerating the statutory first meetings the Board were prepared to yield. In all other respects they adopted an attitude of uncompromising resistance. In October a lengthy reply was forwarded to the Lord Chancellor by the Council of the Incorporated Law Society. Naturally it took objection to the weight ascribed to the report of the committee. The committee restricted themselves to the question whether the action of the Board of Trade officials had been in accordance with the provisions of the Act, and whether any administrative changes were necessary to give proper effect to these provisions. Sir John Hibbert's letter, on the other hand, raised the question of the policy of the Act itself, and on this footing the council desired to carry on the discussion. Even, however, if the report was to be taken as conclusive, the Board of Trade had failed to notice how it discountenanced the continuance of the official receiver as liquidator in cases were large funds had to be raised or heavy fresh liabilities incurred for the purpose of carrying on a business, or where it was desirable that the liquidation should be effected by the formation of a new company. Moreover, there was nothing in the report to supersede the expression of the opinion of the Treasury as to the general policy of appointing non-official liquidators, a matter on which the officials of the Board of Trade held diametrically opposite views; and the Board of Trade were in error in supposing that there was any duty imposed on a provisional liquidator to realize forthwith the assets of the company. At the most, he had a discretion to do so, which should only be exercised in a case of emergency.

In November the Council of the Incorporated Law Society strengthened their position by forwarding to the Lord Chancellor a memorial, signed by many leading bankers and merchants, in which cordial agreement was expressed with the views contained in Sir John Hibbert's letter. Competition, it was pointed out, on the part of officials with persons engaged in professional or mercantile occupations should be restricted within the narrowest possible limits, and in cases of insolvency the duties of an official department should be confined to investigation and audit, and to the prosecution of offenders. The next step in the proceedings was the promulgation of the recent rules (*ante*, p. 395), by which the meetings of creditors and contributories have been accelerated, and at the beginning of May the Board of Trade sent to the Lord Chancellor an answer to the Incorporated Law Society's criticisms. They now admitted that realization by a provisional liquidator should only take place when prompt action is necessary, and that the period of provisional liquidation should be as short as possible. They were also prepared to give formal instructions to their officers against undertaking liquidations where large funds had to be raised or heavy liabilities incurred in carrying on businesses, but further than this they were not prepared to exercise any influence in favour of the employment of non-official liquidators. They preferred to leave the persons interested unfettered in their choice. They objected to any restriction on the powers of the official receiver under a general proxy, and they referred to the old practice in bankruptcy as shewing the evils which would arise if general proxies could be given to any person entitled to vote. They dilated also at length on the difficulty of separating the disciplinary functions under the Act of 1890 from the administrative. Only a person who had the actual conduct of the liquidation, it was said, could get at the details necessary to secure the punishment of offenders. The final reply of the Incorporated Law Society, dated the 24th of May, objected that in practice the creditors and contributories do not exercise an unfettered choice in the appointment of the liquidator, but that the system of proxies throws an overwhelming power into the hands of the officials; and in regard to the investigation and punishment of offences it was urged that even in such a case as that of the Liberator delay would have been avoided, and the course of justice made more certain, had the official receiver been relieved of all administrative work. The pamphlet concludes with a clearly formulated series of reasons in favour of the proposals put forward by the Incorporated Law Society. So far, therefore, the net result of the controversy has been to secure the expediting of the statutory first meetings and a declaration of the Board of Trade against undertaking liquidations involving the carrying on of heavy businesses. It is something to have gained even so much. The shortening of the *interregnum* will lessen the chance for undue realization of assets. But further pressure must be put on the Board of Trade to secure a reversal of its policy in favour of official liquidations. At least it is essential that the official receiver shall be deprived of the influence now conferred upon him by general proxies, and that actual freedom of choice shall be secured for the creditors and contributories.

It has long been settled that the court has a discretion in granting or refusing a charging order under section 28 of the Solicitors Act, 1860 (see *Greer* v. *Young*, 31 W. R. 930, 24 Ch., at p. 557); but the particular circumstances under which the court was asked to exercise its discretion in *Groom* v. *Cheeseman* (43 W. R. 475), while they must be of frequent occurrence in practice, had not previously been before the court for decision. In that case the solicitor for the plaintiff took security for his costs in the shape of a mortgage to a trustee over the property to be recovered in the action, and over other property. He subsequently applied for a charging order, but Kekewich, J., refused the application, saying that the right was but ancillary, and his acceptance of security was inconsistent with it. The latter point was new as regards a charging order, but old with respect to a solicitor's possessory lien for costs. The last case upon a possessory lien was *Re Taylor, &c.* (39 W. R. 417; 1891, 1 Ch. 590), where it was held by the Court of Appeal that the mere taking of a security by a solicitor, without anything being said about the lien, was sufficient to oust the possessory right. This was expressly put on the peculiar relationship which obtains between solicitor and client, the *primâ facie* presumption being in favour of the client. The same presumption does not exist in the case of other possessory liens, and Lindley, L.J., expressly reserved this point in saying, "In the case of a banker I should not draw the same inference, since a banker has not a similar duty towards his customer."

NOTICE TO TRUSTEES OF DERIVATIVE SETTLEMENT.

Since the beginning of the century it has been well settled that an assignee of a fund in the hands of trustees can only complete his title by giving notice to the trustees. "By such notice," said Sir Thomas Plumer, M.R., in *Dearle* v. *Hall* (3 Russ., p. 13), "the legal holders are converted into trustees for the new purchaser, and are charged with responsibility towards him; and the *cestui que trust* is deprived of the power of carrying the same security repeatedly into the market, and of inducing third persons to advance money upon it under the erroneous belief that it continues to belong to him absolutely, free from incumbrance, and that the trustees are still trustees for him, and for no one else." And on appeal Lord Lyndhurst, C., stated the principle as follows (*ibid.*, p. 58):—"The act of giving the trustee notice is, in a certain degree, taking possession of the fund: it is going as far towards equitable possession as it is possible to go; for, after notice given, the trustee of the fund becomes a trustee for the assignee who has given him notice." The reasons for the rule were also discussed by the House of Lords recently in *Ward* v. *Duncombe* (42 W. R. 59, reported in the Court of Appeal as *Re Wyatt, White* v. *Ellis*, 40 W. R. 177).

But where a trust fund has been the subject of a second or derivative settlement, and an assignment is made by a bene-

ficiary under the derivative settlement, it has hitherto not been clear whether the assignee ought to give his notice to the trustees of the original settlement, the actual holders of the fund, or to the trustees of the derivative settlement, under whom he directly claims. In Lewin on Trusts (9th ed., p. 800) it is laid down distinctly that the former is the correct course. "Where there are two settlements, one original and the other derivative, the notice should be given to the trustees of the original settlement who hold the property." And there is judicial authority for this view. In *Re Booth's Trusts* (1 W. R. 444) a sum of stock was held by trustees under a settlement of 1799 for A. for life, and after his death for the persons therein mentioned. By a settlement of 1829 the reversionary interest was assigned to trustees on trust for B. for life, with trusts over. B. mortgaged his interest first to C. and then to H. C. gave notice to the trustee of the settlement of 1799; H. to the trustees of the settlement of 1829. WOOD, V.C., held that C. had priority. "The rule of the court is," he said, "that notice is to be given to the actual holder of the fund, who, though subordinate trusts may be carved out, is the person who alone represents the fund, and can be fixed upon with certainty by the court as answerable for its distribution." And the Vice-Chancellor pointed out that notices would stand a better chance of being transmitted to new trustees if they were given to the persons who had the actual custody of the funds. On parting with the fund they would part also with all the information which had come to them affecting the fund.

This was in 1853, and it does not appear from the report that any reference was made to the earlier and contrary decision of WIGRAM, V.C., in *Holt* v. *Dewell* (4 Hare, 446). In that case stock, to which A. was entitled, was standing in the names of D. and L. as trustees. A. bequeathed it to P. and appointed D. her sole executor. In 1834, after the death of A., P. assigned all his estate and effects to L. and H. as trustees for his creditors; and in 1838 he assigned the stock to X. by way of mortgage. X. thereupon gave D. notice of his mortgage, but no notice of the assignment of 1834 was given to D. till 1843. In the view of WIGRAM, V.C., the case turned upon the question whether D. had assented to the legacy to P. If he had, the original trustees held for P., and the notice of the assignment of 1834, which they necessarily had through L., gave priority to that assignment. If he had not, then D. was a trustee for P., and the Vice-Chancellor held that he was the proper person to receive notice of an assignment by P. "In the absence," he said, "of any assent by the executor to this specific legacy, notice to one of the trustees, in whose name the stock happened to be invested, not being the executrix of the testatrix, is not sufficient to vest in the parties, claiming by assignment from the legatee, that equitable possession of the fund which is required in order to postpone a subsequent incumbrancer, who had taken the precaution of giving such notice to the executor." In the result it was held that the executor had not assented to the legacy, and consequently X., by giving notice to him, had gained priority.

It thus appears that the two cases just cited are directly at variance. In *Re Booth* a prior assignee retained his priority by giving notice to the actual holder of the fund, and the second assignee got no advantage from his notice to the trustees of the derivative settlement. In *Holt* v. *Dewell* the second assignee by such notice to the derivative trustees acquired priority, although one of the original trustees had notice of the first assignment. In *Bridge* v. *Beadon* (15 W. R. 527, L. R. 3 Eq. 664) neither of these cases was referred to, but Lord ROMILLY, M.R., though the point was not necessary for his decision, adopted the same rule as that laid down in *Re Booth*. By a marriage settlement in 1807 personal estate was vested in trustees on trust for the wife for life, and after her death, in the events which happened, as she should appoint. She appointed £600 to her nephew A. and £1,500 to her nephew B., and appointed C. and D. trustees for her nephews to receive and invest these sums and apply the interest for their maintenance and education. A., after attaining twenty-one, mortgaged the sum of £600, first to X. and then to Y. X. gave notice to the derivative trustees, but not to the trustee of the settlement of 1807. Y. gave notice to one of the derivative trustees and also to the trustee of the original settlement. Lord ROMILLY held that the trusts of the appointment, that is, of the derivative settlement, lasted only during the infancy of the nephews, and consequently when A. effected his mortgages the trustee of the settlement of 1807 held directly for him, and Y. by giving notice to such trustee acquired priority. But he went on to say that, even if the trusts of the derivative settlement continued, yet the person to whom notice should be given was the person under whose control the trust fund remained, and on this view also the second mortgagee had acquired priority.

In this state of the authorities the question has recently been considered by the Court of Appeal in *Stephens* v. *Green* (43 W. R. 465), and determined in accordance with the decision of WIGRAM, V.C., in *Holt* v. *Dewell*. H. GREEN, who died in 1841, by his will gave certain legacies to trustees, and, in the events which happened, a share in one of the legacies vested in his son, H. A. GREEN. H. A. GREEN bequeathed all his residuary estate, which included the share, in favour of his children, and appointed KNIGHT his executor. He died in 1866. One of his daughters married in 1878, and, by a post-nuptial settlement, settled all the property to which she was or might, during the coverture, become entitled upon certain trusts. Subsequently she and her husband mortgaged her share under the will of H. A. GREEN, and the mortgagees obtained a stop order on the above-mentioned share of the legacy under the will of H. GREEN, which was in court. Soon after the trustees of the marriage settlement obtained a stop order on the same fund, and then, KNIGHT being dead, they gave notice of the settlement to his sole executrix. For the purpose of determining the priorities the stop orders had the same effect as notice to the trustees of H. GREEN's will, and the question accordingly arose whether the stop order obtained by the mortgagees gave them priority over the trustees of the settlement, or whether to secure this result they ought to have given the notice to the legal personal representative of H. A. GREEN—in other words, to the trustee of the derivative settlement, H. A. GREEN's will. The Court of Appeal, affirming the judgment of STIRLING, J., held that the person to whom, under such circumstances, notice must be given is the trustee of the derivative settlement. The reason is, perhaps, most shortly expressed by saying that there is no privity between assignees of interests under the derivative settlement and the trustees of the original settlement. According to *Dearle* v. *Hall* (*supra*), the notice by the assignee of a trust fund to the trustee converts the trustee into a trustee for him, but this can only happen when the notice is given to the immediate trustee. Notice to an ultimate trustee does not in any way alter the manner in which that trustee will distribute the fund when the period for distribution arrives. He will still have to pay the fund, or the proper share of it, to the trustees of the derivative settlement, and it will be for these latter trustees to consider how the persons constituting the beneficiaries have been altered by assignments. There may at first sight seem to be an advantage in having all dealings with the fund registered, in accordance with the principle of *Re Booth*, with the actual holders of the fund, but the result would be greatly to increase the burden on the original trustees, and also to increase the difficulty of making a title upon an assignment of a derivative interest. According to the rule now laid down, the intending assignee need do no more than inquire for incumbrances of the derivative trustees, and, if the answer is favourable, and he takes the assignment, secure himself by giving notice to them. He need not go further and give notice to the trustees of the original settlement. In *Stephens* v. *Green* the trustees of the post-nuptial settlement retained their priority by virtue of the omission of the mortgagees to give notice to the derivative trustee.

It may be added that in practice notice should be given to each of the trustees of a settlement. Notice to one, indeed, is sufficient as long as he continues in the trust (*Smith* v. *Smith*, 2 Cr. & M. 231); but in the event of his death the effect of the notice is at an end, and a subsequent assignee can gain priority by notice to the surviving trustees: *Timson* v. *Ramsbottom* (2 Keen, 35). At least, it is safe to assume, in accordance with Lord HERSCHELL's judgment in *Ward* v. *Duncombe* (*supra*), that such is the law, though Lord MACNAGHTEN in the same case inclined to the opinion that notice to one trustee was in any event sufficient.

LOSS OF LAND BY MEANS OF THE LAND TRANSFER ACT, 1875.

"Thou shalt not steal" is a fundamental rule of morality. Sir Fitzjames Stephen in a very eloquent passage points out that a great part of our criminal law consists in providing punishments for persons who offend against the current morality as embodied in an answer in the Catechism. Our law of property, grotesque and antiquated as it is in part, is framed, in the main, on similar lines. Accordingly it provides that no thief shall acquire any title to goods stolen, and that no man shall lose his property by forgery unless he performs some act, either by himself or his agent, which enables the fraud to be carried into effect. A man does not lose his land by a forged conveyance, he does not lose his Consols or railway stock by a forged transfer; so long as he does nothing he is safe. It may be objected that a man may lose his goods by a forged indorsement on a delivery-order, owing to which a warehouseman delivers the goods to the forger. This is only an apparent exception to the general rule, as the goods would not be lost if the warehouseman had not delivered them, and the latter could not have done so if the owner had not deposited them with him. In cases where a man loses his money because he pays it on the faith of a forged conveyance, transfer, or mortgage, he is the person in fault; if he or his agent had made due inquiries and had ascertained who, in fact, had executed the deed or transfer, he would not have lost his money.

We need not say that occasionally deeds or wills are forged. Where a conveyance for value or a mortgage is forged the true owner of the land retains it, while the person who pays his money as purchaser or mortgagee loses it. It is of course impossible for the most prudent man to guard himself against fraud of every nature; the wicked man with brains will often succeed in defrauding the stupid man with money. We believe, however, that in almost every instance the person who was defrauded by a forged conveyance or mortgage would have discovered the intended fraud before he parted with his money if he had taken the simple precaution of inquiring from the landowner whether the intended sale or mortgage was authorized by him.

The Land Transfer Act of 1875 has not only given great facilities to forgery by enabling a purchaser or mortgagee to rely on the register only, without taking the precautions that a purchaser or mortgagee of unregistered land would take even if the title had been approved on his behalf, but actually enables a person whose land is registered to lose the land itself, or to have a charge imposed upon it by virtue of a forged transfer. It is not, therefore, to be wondered at if the public endeavour to escape from the operation of the Act, a matter which, even if the Land Transfer Bill is passed, will probably not be difficult.

We shall not discuss the possible case of a person procuring himself by fraud or forgery to be registered on first registration. This, though a possible, is not a very probable, case. The only case in which it is likely to occur is where a person originally seised in fee simple has made a settlement that he disapproves of, and, by suppressing the settlement, procures himself to be registered as proprietor. In any case where a person is registered, rightly or wrongly, as proprietor, he can make a registered transfer of or charge on the land.

Forged transfers of the land itself will probably be rare, because the fraud would be detected as soon as the transferee attempted to go into possession. But still it is necessary to discuss them.

Every registered proprietor of land can transfer it; the transfer is completed by the registrar registering the new proprietor as transferee (section 29), and the transfer, when registered, confers on the transferee an estate in fee simple, subject to certain rights not necessary to be discussed here (section 30).

It is by no means clear what is the effect of a forged transfer completed by registration. It is provided by section 98 that—

"Subject to the provisions in this Act contained with respect to registered dispositions for valuable consideration, any dispositions of land or of a charge on land which, if unregistered, would be fraudulent and void shall, notwithstanding registration, be fraudulent and void in like manner."

Probably the meaning is, that, while a forged transfer, completed by registration, is void as against the prior registered proprietor, still the person registered by virtue of a forged transfer can make a transfer which, when perfected by registration, will prevail against the title of the true owner: see *Gibbs* v. *Messer* (1891, 1 A. C. 248).

The question as to registered charges (see sections 22 *et seq.*) presents still greater difficulties. It is pretty certain that a person who is registered by means of forgery as proprietor of a charge does not become entitled to the charge. It is also clear that he can sell the land and confer a good title on the purchaser by a registered transfer of the land, and that he can transfer the charge itself by a registered transfer, and that his transferee will have a good title to the charge.

It will be observed that, if our views are correct, the owner of land registered with absolute title may lose the land itself, or find it charged with the payment of money, by means of forgery. He is thus put in a more dangerous position than the owner of any other class of property, for, so far as we are aware, there is no case known to the law where a person claiming under a forged instrument can acquire or confer any title to the property.

It will be observed that where land is registered with an absolute title the only inquiries to be made by a purchaser or mortgagee are the following:

(1) Is the piece of land intended to be sold or mortgaged registered in the name of the vendor or mortgagor?

(2) Is the person who executes the transfer to him the person whose name is entered on the register?

Now let us consider the position of unregistered land. First, the owner cannot lose it or have a charge imposed on it by forgery. An intending purchaser or mortgagee using ordinary prudence can render himself safe—subject to the remark that a really clever scoundrel may succeed in defrauding a person who is ignorant of the manner of protecting himself.

Now what has a prudent purchaser or mortgagee to do? He has, *first*, to examine the title; *second*, to see that the possession, in which we include the perception of rents and profits, goes with the title; *third*, to see that the proper person executes the conveyance; and *fourth*, to see that the deeds are in the proper custody.

When the land is registered with absolute title, registration supersedes the necessity of examining the title for most, but not all, purposes; for, as we pointed out the week before last, registration is not conclusive as to extent or boundaries, and it does not connect the land with any old description, which is often valuable where easements or *profits à prendre* are of importance.

Many practitioners consider that the inquiry as to possession is burdensome. It must, however, be remembered that, if a purchaser makes no inquiry as to possession, he may find that, instead of acquiring the land, he has only purchased a right of entry—in other words, a lawsuit. The present writer has discussed the question lately with some of the leading conveyancers, and finds that there is some discrepancy in their practice. One practitioner said that, in dealing with property in London, he always directed inquiries to be made of the occupiers of the house as to whom they paid their rents, and similar inquiries to be made of the latter, and so on until he reached the head lessee. On the other hand, some conveyancers never direct any such inquiries. The truth appears to be that, in all cases of a purchase, the inquiry is made implicitly before the matter is put into the hands of the solicitor. The intending purchaser or his agent goes to see the land, he states his business, that he is authorized by A. B. to inspect the land; if A. B. is not the landlord, he will be told, and probably will not be allowed to go over the land. The present writer once, wishing to hire a house, obtained an order from a house agent to go over it; on going to the house and stating his object in coming, he was informed that the agent had no authority to give him permission to go over the house, and thus a possible fraud was prevented. Add to which that, in the country and in some of the large London properties, it is generally a matter of notoriety who is in receipt of the rents. The real risk is in the case of small properties in towns, but, as we before stated, personal application on the spot will generally enable an intending purchaser or

mortgagee to ascertain who is in possession without making any formal inquiry.

The Act of 1875 destroys the great safeguard of rendering it necessary to see that the title and possession go together.

LEGISLATION IN PROGRESS.

LAW OF INHERITANCE.—The motion for the second reading of the Law of Inheritance Amendment Bill has been rejected by the House of Lords by a majority of 107 to 52.

MORTGAGEES' COSTS.—The Mortgagees' Costs Bill has passed through committee of the House of Lords.

PAYMENT INTO COURT.—The Life Assurance Companies (Payment into Court) Bill has passed through Committee of the House of Lords.

MARINE INSURANCE.—The Lord Chancellor, in moving the second reading of the Marine Insurance Bill, said he introduced a similar measure in a previous session, and did so not with any intention of passing it into law, but in order that it might become public property and be well considered by those interested in the subject. The Bill was drawn by Judge Chalmers, who was also responsible for the codes relating to bills of exchange and to the sale of goods. The fact that the Bill came from such hands was of itself a guarantee of the thoroughness of the work. After the Bill had been so drawn he requested a number of gentlemen—shipowners, underwriters, and others—to serve as a committee carefully to consider all the provisions of the measure. The result of their work was the Bill which he now asked their lordships to read a second time. He himself had carefully considered every clause of the Bill, and he had every confidence that while there might be errors and omissions in it, it was likely to form a code of law of great public advantage. The subject of marine insurance was one of common and general interest, and he was very sanguine as to the utility of such a code as that now proposed. It was a code expressing almost entirely the existing law. A few questions of doubt had been cleared up, a few modifications had been made, but no change had been made in any existing law unless all the interests concerned agreed it should be made. Inasmuch as the interests, which were frequently in substantial conflict, were agreed that a change was desirable, he thought they had a sufficient guarantee for its necessity and prosperity. He trusted there would be no attempt in this Bill to make any change about which there was any real controversy. The only hope was to confine the endeavour to codifying the existing law without amending it, except where the changes were universally approved. The Bill was read a second time.

LAW OF DIVORCE.—The Divorce Amendment Bill, introduced by Lord HALIFAX, repeals section 58 of the Matrimonial Causes Act, 1857, which provided that, when any minister of a church refused to perform the marriage service on a remarriage after divorce, he should permit any other minister entitled to officiate within the diocese to perform the service in his church. In place of this the Bill provides that no minister shall be liable to any suit, penalty, or censure for refusing to permit the marriage of any person whose former marriage shall have been dissolved on the ground of his or her adultery or crime to be solemnized in his church, or for refusing to proclaim or permit the proclamation of banns of marriage of any such person in such church. The Bill has been read a second time in the House of Lords.

LAW OF PERJURY.—On the motion of the Attorney-General the order for Committee of the whole House on the Perjury Bill has been discharged and the Bill referred to the Joint Committee on Statute Law Revision.

BILLS PASSED INTO LAW.—On the 30th ult. the Royal Assent was given to the Consolidated Fund (No. 2) and the Finance Bills, and to a number of private Bills.

REVIEWS.

BOOKS RECEIVED.

A Catalogue of Modern Law Books, British and Colonial, with a Selection of such Old Works as are still of value, and Appendices containing Chronological Tables of all the Reports, Statutes, Digests, &c., of the various Countries. Compiled by W. HAROLD MAXWELL. Corrected to March 31. Sweet & Maxwell (Limited).

Adoption and Amendment of Constitutions in Europe and America. By CHARLES BORGEAUD. Translated by CHARLES D. HAZEN. With an Introduction by J. M. VINCENT. Macmillan & Co.

Notes on Perusing Titles. Containing Observations on the Points most frequently arising on a Perusal of Titles to Real and Leasehold Property; with an Epitome of the Notes arranged by way of Reminders. Being an Attempt to reduce the Perusal of Abstracts to a System. By LEWIS E. EMMET, Solicitor. Jordan & Sons.

Adulteration of Food. Statutes and Cases dealing with Coffee, Tea, Bread, Seeds, Foods and Drugs, Margarine, Fertilizers, and Feeding Stuffs, &c. By DOUGLAS C. BARTLEY, Barrister-at-Law. Stevens & Sons (Limited).

The Conveyancing Acts, 1881, 1882, and 1892; the Vendor and Purchaser Act, 1874; the Land Charges Registration and Searches Act, 1888; the Trustee Act, 1893; the Married Women's Property Acts, 1882 and 1893; and the Settled Land Acts, 1882 to 1890. With Notes and Rules of Court. By EDWARD PARKER WOLSTENHOLME, M.A., one of the Conveyancing Counsel of the Court; WILFRED BRINTON, M.A., Barrister-at-Law; BENJAMIN LENNARD CHERRY, LL.B., Barrister-at-Law. Seventh Edition. William Clowes & Sons (Limited).

A Manual of the Law of Contracts for the Use of Students. By M. MAJID ULLAH and J. G. COLCLOUGH, B.A., Barristers-at-Law. Jordan & Sons.

CASES OF LAST SITTINGS.

Court of Appeal.

ATTORNEY-GENERAL *v.* **JACOBS-SMITH AND OTHERS**—No. 2, 15th May.

INLAND REVENUE—ACCOUNT DUTY—MARRIAGE SETTLEMENT OF WIDOW—CHILDREN BY FORMER MARRIAGE—VOLUNTARY DISPOSITION—VOLUNTEERS—CUSTOMS AND INLAND REVENUE ACT, 1881 (44 VICT. c. 12), s. 38—CUSTOMS AND INLAND REVENUE ACT, 1889 (52 VICT. c. 7), s. 11.

Appeal from a divisional court, Wright and Collins, JJ. (reported *ante*, p. 167). A marriage settlement was executed on the 18th of March, 1890, between Anne Smith, widow, George Edward Jacobs-Smith, the defendant, of the second part, and the two trustees of the settlement—the other defendants—of the third part. This settlement recited that Anne Smith was entitled to certain businesses of the estimated value of £195,000, and that a marriage was intended to be solemnized between Anne Smith and the defendant George Edward Jacobs-Smith, and that in consideration of this intended marriage it was agreed that Anne Smith was to form a company, having for its object the acquisition and carrying on of these businesses; that the capital of the company was to be 20,000 shares of £10 each, in all £200,000; that Anne Smith was to sell to this company and transfer to them all the said businesses and assets thereof, reserving to herself the right to use the mill-house and premises without payment of any rent, in consideration of 19,500 fully paid-up £10 shares in the capital of the company. The sale and transfer were to take effect as from the 1st of May, 1890, and to be completed on the 30th of June, 1890, when the shares were to be allotted to the nominees of Anne Smith. As to the disposition of these 19,500 shares under the marriage settlement: 1,000 shares were to be allotted to each of the four adult sons of Anne Smith by a former marriage as the nominees of Anne Smith, thus making 4,000 shares, and leaving a balance of 15,500 shares. These 15,500 shares were to be allotted to the trustees of the settlement, and out of these the trustees were to set apart 1,000 shares for each of the two infant sons of Anne Smith by her former marriage, and 600 of such shares for each of her two married daughters by her former marriage; thus making 3,200 shares allotted to the trustees in trust for the four other children of Anne Smith by her former marriage. The trustees were to hold the residue of the shares—namely, the 12,300 shares—called the wife's trust fund, upon trust to pay thereout an income of £1,000 a year to the intended husband during his life, and subject to this annuity to pay the income of the wife's trust fund to Anne Smith for life for her separate use without power of anticipation, and after the death of Anne Smith the sum of £25,000, part of the wife's settled fund, was to be held upon trust for such person or persons and generally as Anne Smith should by will appoint, and the residue of the wife's trust fund (including any part which should be unappointed under the general power of appointment), was, subject to the husband's annuity, to be held upon trust for such of her children by her former marriage as Anne Smith should by will appoint. There were also various other provisions in the settlement not material for the present purpose. By another indenture of the same date certain property belonging to the intended husband was settled upon trust in favour of himself, the said Anne Smith, and the issue of the intended marriage. The marriage was duly solemnized; the company was formed and the shares allotted according to the agreement, and 15,500 shares were issued to the defendants (the trustees) to be held by them upon the trusts of the settlement, and 1,000 shares were issued to each of the four adult sons of Anne Smith by her former marriage according to the agreement. Anne Smith died on the 2nd of August, 1890, having by her will exercised both the general power of appointment of £25,000, and also the power of appointment given to her over the residue of the wife's trust fund in favour of her said eight children. Under the circumstances the Crown claimed (1) account duty under sub-sections (*a*) and (*c*) of section 38 of the Customs and Inland Revenue Act, 1881, and section 11 of the Customs and Inland Revenue Act, 1889, from the trustees on the value of the 15,500 shares allotted to them under the settlement (after deducting the sum of £25,000, on which probate duty had been paid as part of

the estate of Anne Smith, and the amount invested to secure the annuity to the husband); (2) account duty under sub-section (*a*) of the Act of 1881 and section 11 of the Act of 1889 from each of the four adult sons of Anne Smith on the 1,000 shares taken by him under the settlement. There was also a claim for estate duty, which was admitted. The Customs and Inland Revenue Act, 1881, provides, section 38 (2), that personal property, to be included in an account and liable to account duty, shall be property (*a*) "taken under a voluntary disposition made by any person (dying after the 1st of June, 1881) purporting to operate as an immediate gift, *inter vivos*, whether by way of transfer, delivery, declaration of trust, or otherwise," &c.; and sub-section (*c*) "any property passing under any past or future voluntary settlement . . . whereby an interest in such property for life . . . is reserved either expressly or by implication to the settlor," &c. This was amended by the Customs and Inland Revenue Act, 1889, s. 11, which provides that "the description of property marked (*c*) shall be construed as if the expression 'voluntary settlement' included any trust . . . in favour of a volunteer, and if contained in a deed or other instrument effecting the settlement, whether such instrument was made for valuable consideration or not as between the settlor and any other person." The Divisional Court came to the conclusion that the children of the widow by her former marriage were not "volunteers," and that the dispositions in their favour and in favour of the trustees were not voluntary dispositions; they therefore decided against the claim of the Crown. The Crown appealed, and used the same arguments as in the court below. The following cases were referred to:—*Newstead* v. *Searles* (1 Atk. 265), *Clarke* v. *Wright* (9 W. R. 571, 6 H. & N. 849), *Gale* v. *Gale* (25 W. R. 772, 6 Ch. D. 144), *Mackie* v. *Herbertson* (9 App. Cas. 303, 32 W. R. Dig. 176), *De Mestre* v. *West* (1891, A. C. 264; 39 W. R. Dig. 204), *Ex parte Marsh* (1 Atk. 158), *Colton* v. *The King* (2 P. Wms. 357, 674).

THE COURT (LINDLEY, LOPES, and KAY, L.JJ.) allowed the appeal.

LINDLEY, L.J., said that the point was whether, on the true construction of the Inland Revenue Act of 1881, as amended by the Inland Revenue Act of 1889, what was called account duty was payable in respect of the shares held under the settlement. The 4,000 shares given to the trustees for the benefit of the four adult children of Anne Smith and the 3,200 shares which were to be held for the benefit of the other four children were not preceded by any life estate; these might be treated as one fund, and the rest of the trust funds consisted of shares in which there was a life interest. Account duty was claimed on both these funds as against the children of the first marriage. The Crown claimed the duty on the first set of shares, on the ground that they were the subject of a voluntary disposition within the meaning of section 38 (2) of the Revenue Act, 1881. His lordship did not see how to escape from that contention; he thought the word "disposition" was used by way of contrast to "settlement." Whether it was a voluntary disposition apart from or combined with other gifts under the settlement was immaterial to consider. It was to operate by way of immediate gift, and he could only give effect to the view that the disposition was complete. His lordship next dealt with the settled shares. They did not come within sub-section 2 (*a*) of section 38, because that referred only to immediate gifts; but they did come within sub-section 2 (*c*). That section was amended by section 11 of the Act of 1889, which was intended to hit, not merely voluntary settlements, but also settlements which were not voluntary, but contained gifts to volunteers. This settlement contained limitations to volunteers, and the question arose, what was meant by volunteers? The cases which had been referred to were cases of persons claiming under a settlement as against subsequent purchasers for value under the statute of Elizabeth. They decided that the children of the first marriage of a lady who made a settlement on her subsequent marriage were not to be overridden by subsequent purchasers for value, although the children were volunteers. Nothing that fell from his lordship must be taken to throw any doubt on *Newstead* v. *Searles* (*ubi supra*) or any other case as regarded the statute of Elizabeth. What was wanted was the true meaning of "volunteer." It was not easy to deduce any one general proposition which would cover all the cases; but one feature was common to the whole of them—the consideration of marriage extended only to the husband and wife and the children of that marriage; all others were volunteers in some sense. But there were cases, such as *Newstead* v. *Searles* (*ubi supra*), where all were not volunteers. There was no case which went the length of saying that the persons to whom his lordship had alluded were volunteers in every sense, therefore the exceptions became immaterial. All the cases referred to, except *Gale* v. *Gale* (*ubi supra*) were decisions on the statute of Elizabeth, and his lordship had difficulty in following Fry, J., in that case, which went far beyond *Newstead* v. *Searles* (*ubi supra*). The *ratio decidendi* of that case had been frequently discussed, and the true view of it was pointed out by Hall, V.C., in *Price* v. *Jenkins* (25 W. R. 427, 4 Ch. D. 483), and subsequently adopted by Lord Selborne in *Mackie* v. *Herbertson* (*ubi supra*)—viz., that, although the children of the first marriage were volunteers, it was impossible to defeat, in favour of a purchaser, the interests given to them without at the same time defeating the interests of those who were not volunteers under the settlement, the interests of the two classes being so inextricably complicated. His lordship was of opinion that these children were volunteers, and that, therefore, the Crown was entitled to the duty claimed.

LOPES and KAY, L.JJ., gave judgment to the same effect. Appeal allowed.—COUNSEL, *Sir R. T. Reid*, A.G., and *Vaughan Hawkins*; *Jelf*, Q.C., and *Micklem*. SOLICITORS, *The Solicitor of Inland Revenue*; *Tarry, Sherlock, & Co.*, for *Blyth*, Norwich.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

High Court—Chancery Division.

Re GEE'S WILL, PEARSON-GEE *v.* PEARSON—Chitty, J., 21st and 23rd May.

SETTLED LAND ACTS—MONEY IN HANDS OF TRUSTEES LIABLE TO BE LAID OUT IN LAND—APPLICATION AS CAPITAL MONEY—POWERS OF TENANT FOR LIFE—DISCRETION OF TRUSTEES—OPTION—CONSENT—COSTS—SETTLED LAND ACT, 1882 (45 & 46 VICT. c. 38), ss. 33, 47.

Under the above will land stood limited to a tenant for life, with remainders over. The tenant for life was in possession of the land, but there was also a large sum of money in the hands of the trustees of the will bound by a trust to be laid out in the purchase of land on the same trusts, and, consequently, within the provisions of section 33 of the Settled Land Act, 1882, which provides that "where, under a settlement, money is in the hands of trustees, and is liable to be laid out in the purchase of land to be made subject to the settlement, then in addition to such powers of dealing therewith as the trustees have independently of this Act *they may at the option of the tenant for life* invest or apply the same as capital money arising under this Act. The trustees of the will not being in fact trustees for the purposes of the Act, were appointed as such at the hearing. The question raised by the summons was whether the above section gave the trustees any discretion, or whether they had to obey the tenant for life. The trustees were neutral, but the remaindermen relied on the word "may," and contended that the opinion of Chitty, J., in *Clarke* v. *Thornton* (35 W. R. 603, 35 Ch. D. 307), on the 33rd section was only a *dictum*, the money in that case being in court, and not in the hands of trustees, as required by the section.

CHITTY, J., said he had had the same question before him in *Clarke* v. *Thornton*, in which case, after hearing an elaborate argument, he expressed an opinion on the construction of section 33. To this opinion he still adhered. He was asked, as he understood the argument of the remaindermen, to review that decision; but in fact he adhered to it. It was quite true that in *Clarke* v. *Thornton* the money was in court, but the reasoning of the judgment was applicable to money in the hands of trustees. It was admitted that section 33 imported section 25 (the improvements section) but not section 26 (the scheme section), but his lordship thought one could not be imported without the other. The trustees could not take any steps without the submission of a scheme by the tenant for life, with whom the initiative lay. The drift of the argument of the remaindermen was that the trustees under section 33 might, on their own motion, lay out the money without a scheme, merely getting the consent of the tenant for life—*i.e.*, it was proposed to read "at the option" as equivalent to "with the consent." They also contended that section 22, which contained the same phrase, was not imported, but his lordship saw no reason for excluding it. The policy of the Act was to confer extensive powers on a tenant for life over the settled land, but the Legislature did not overlook the point that there was another case of what was really settled land to be dealt with—viz., money to be laid out in the purchase of land. Why should any difference be made between land and that which was in equity considered as land? It was plain that section 33 brought in such money, and why should it be held to bring it in for a limited purpose only? Section 33 was not to be construed in a microscopic, narrow, or hypercritical way: *Re Mundy's Settled Estates* (39 W. R. 209; 1891, 1 Ch. 399, 409). If the remaindermen were right, there was a *casus omissus* in the Act. His lordship held that a tenant for life had the same powers over a land fund (*i.e.*, money liable to be laid out in the purchase of land) as over the land itself.

The remaindermen asked that costs should come out of income pursuant to a direction in the will. The tenant for life relied on section 47. The provision of the will would be a practical deterrent to his exercising his powers, and could not be enforced.

CHITTY, J., gave costs out of capital.—COUNSEL, *Byrne*, Q.C., and *R. J. Parker*; *Farwell*, Q.C., and *Cartmell*; *Badcock*. SOLICITORS, *Fox & Thicknesse*; *S. W. Johnson & Son*.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

High Court—Queen's Bench Division.

THE VESTRY OF ST. LEONARD'S, SHOREDITCH *v.* LONDON COUNTY COUNCIL—17th May.

POOR RATE—LAND TAKEN BY PROMOTERS—DEFICIENCY IN ASSESSMENT—DEDUCTIONS—LIABILITY OF PROMOTERS TO MAKE GOOD DEFICIENCY—LANDS CLAUSES CONSOLIDATION ACT, 1845 (8 & 9 VICT. c. 18), s. 133—HOUSING OF THE WORKING CLASSES ACT, 1890 (53 & 54 VICT. c. 73), ss. 20, 40-7—THE POOR RATES ASSESSMENT AND COLLECTION ACT, 1869 (32 & 33 VICT. c. 41), s. 3.

Special case. In this action the plaintiffs claimed £398 17s. 1d., the deficiency in the assessment of the poor rates in respect of property situated in the parish of St. Leonard's, Shoreditch, taken by the defendants, the London County Council, under the Housing of the Working Classes Act, 1890. The case stated that the County Council of London was constituted by the Housing of the Working Classes Act, 1890, the local authority in the County of London for the purposes of Parts 1 and 3 of that Act, and under the powers so conferred made an improvement scheme called the London (Boundary-street, Bethnal Green), Improvement Scheme, 1890, for the purpose of reconstructing and rearranging the streets and houses in a certain unhealthy area, partly in the Parish of St. Matthew, Bethnal Green, and partly in that of St. Leonard's, Shoreditch. Paragraph 5 stated that the county council,

under the powers conferred by Part 3 of the Act, purchased by agreement a site in Shoreditch for erecting lodging-houses for the working classes, and portions of the lands and buildings taken were then liable to be assessed to the poor rates. Since the defendants took possession in October, 1891, these buildings have not been occupied or have been pulled down, and there has consequently followed a deficiency in the assessment for the poor rate amounting to £152 14s. Paragraph 6 sets out that for the purposes of carrying the scheme into execution the defendants acquired other houses and lands, which they used for the purpose of rearranging and constructing the new streets and houses. Portions of these lands, at the date of the special Act and when acquired by the defendants, were liable to be assessed to the poor rate, and a deficiency in respect of this property taken over under the scheme amounted to £246 3s. 1d. The plaintiffs contend that the defendants are liable to make good the deficiencies mentioned in paragraphs 5 and 6. The owners of some of the houses taken by the defendants, the rateable value of which did not respectively exceed £20, had agreed in writing, under section 3 of 32 & 33 Vict. c. 41 to become liable for the poor rates assessed until the agreement should be determined by either party and to pay the rates whether the houses were occupied or not, and the plaintiffs had agreed to allow them the usual commission of twenty-five per cent. of the amount of the poor rate. These agreements had not been determined, and were in force at the date when the houses were taken possession of by the defendants, and no agreement of a similar nature had been entered into between the defendants and the plaintiffs. The amount of the commission in dispute is £21 14s. and £46 9s. 2d. in respect of the two classes of property taken as set out in paragraphs 5 and 6 of the special case. For the plaintiffs counsel contended that the London County Council, as the "promoters" of the scheme, had the same powers as a local authority under the Housing of the Working Classes Act, 1890. Section 133 of the Lands Clauses Consolidation Act, 1845, was incorporated with Parts 3 and 1 of that Act, and the defendants were accordingly liable to make good the deficiencies to the poor rate. It was contended as regards Part 3 that it was incorporated, inasmuch as section 57 of the Housing of the Working Classes Act, 1890, provides as regards the acquisition of land under Part 3 that sections 175 to 178 of the Public Health Act, 1875, shall apply, and section 176 incorporates, with certain exceptions, the Lands Clauses Acts. As regards Part 1, that was also incorporated, as section 20 of the Housing of the Working Classes Act, 1890, incorporates, with certain exceptions, the Lands Clauses Act in regard to the acquisition of land under Part 1. The defendants could not claim any deduction, but were liable to make good the deficiency to the poor rate in full, for such deficiency must be computed according "to the rental at which such lands with any building thereon were valued or rated at the time of the passing of the special Act." In a compounding agreement the assessment rate was not reduced, but merely in consideration of the landlord undertaking to pay the rates in any event a remission was allowed him. No agreement to that effect was made by the vestry with the defendants, and they could not claim the advantages of an agreement to which they were no party: *Reg.* v. *Overseers of Bilston* (1 Q. B. 16). It was immaterial also that some of the houses in fact were unoccupied at the time that the county council took possession of them: *Overseers of Putney* v. *London and South-Western Railway Co.* (1891, 1 Q. B. 440). For the defendants, counsel submitted that it was never intended that the promoters of a scheme for the better housing of the working classes should be called upon to contribute to the poor rates. The court should place a wide construction on the powers incorporated in an Act from other Acts if, when construed strictly, they had the effect of making the incorporating Act unreasonable. In any case, if the defendants were held liable to make good the deficiency, they were entitled to a deduction of 25 per cent. in the same way as the previous owners. That commission was allowed as a matter of course when a landlord undertook to do work and to cover risk for the vestry. In the present instance the plaintiffs had no expense at all in collecting the rates, and the rebate should be allowed.

THE COURT gave judgment for the vestry for the full amount claimed.

Lord RUSSELL, C.J., in the course of his judgment, said the scheme was propounded under the Housing of the Working Classes Act, 1890, and received legislative sanction and the Royal Assent in July, 1891. In order to carry the scheme through, the defendants acquired, under Part 1 of the Act of 1890, property mentioned in paragraph 6, and under Part 3 property mentioned in paragraph 5 of the special case. Section 20 of the Housing of the Working Classes Act, 1890, directed that the Land Clauses Acts should regulate and apply to the purchase and taking of lands, and should for that purpose be deemed to form part of that Act. Section 133 of the Lands Clauses Act, 1845, directed that if the promoters of the undertaking become possessed by virtue of this or the special Act of any land charged with the land tax or liable to be assessed to the poor rate, they should, until the works were completed and assessed, be liable to make good the deficiency in the several assessments for land tax and poor rate. When, therefore, a deficiency was created by property being taken subject to a scheme under the Act of 1890, the local authority propounding the scheme must recoup the parish authority for that deficiency. That liability ceased when the scheme was completed. As to the property mentioned in paragraph 6, the liability, therefore, was thrown on the defendants. As regarded the other property taken under Part 3 different sections applied, and this subject afforded an apt illustration of the very objectionable scheme of legislation which had prevailed of late, of incorporating in one Act the provisions of another Act which itself had incorporated provisions of a third. The Public Health Act, 1875, by sections 175 to 178, gave power to urban sanitary authorities other than those in the metropolis to acquire land for certain purposes. The Housing of the Working Classes Act, by section 57, provided that land for the purposes of the 3rd Part of the Act might be acquired by the local authority in the same way as if those purposes were purposes of the Public Health Act, 1875, and the provisions of sections 175 to 178 should extend to London, as if the London County Council were a local authority in those sections referred to. The Act of 1890 incorporated therefore those sections of the Act of 1875, which in turn incorporated section 133 of the Lands Clauses Acts, 1845. Consequently the London County Council was under the same liability as the promoters of that section in respect of that property also. The second point was one on which he did not feel so absolutely free from doubt. The question depended on the latter part of section 133 of the Lands Clauses Act, 1845, which said that "such deficiencies shall be computed according to the rental at which such lands, with any building thereon, was valued or rated at the time of the passing of the special Act." The promoters were not merely to make good the loss to the rates, because, if that were so, if the property were unoccupied at the time when the scheme came into operation, it could hardly be maintained that there was any loss. In the *Overseers of Putney* v. *London and South-Western Railway Co.*, no beneficial occupation existed, and yet Bowen, L.J., held that the promoters were liable, and his language was wide enough to cover this case. The Act empowered the landlord to make a composition, and undertake the payment of rates in place of the occupier. For so doing he obtained a commission of twenty-five per cent. on the amount claimed. The rateable value was not altered by that arrangement. The property being assessed on the rateable value, the deficiency should be calculated on that basis, and judgment must be for the plaintiffs for the full sum claimed.

CHARLES, J., concurred.—COUNSEL, *Poland*, Q.C., and *C. E. Allan*; *Lawson Walton*, Q.C., and *Ryde*. SOLICITORS, *H. M. Robinson*; *W. A. Blaxland*.

[Reported by ERSKINE REID, Barrister-at-Law.]

DOWNES *v.* JOHNSON—21st May.

GAMING—CLUB—"PERSONS RESORTING THERETO"—BETTING AMONGST MEMBERS—BETTING HOUSES ACT, 1853 (16 & 17 VICT. c. 119), ss. 1-3.

Case stated by Mr. Alderman Ritchie, sitting at the Mansion House, who heard twelve informations laid by the appellant, Downes, on behalf of the City police against the respondent, Warren Johnson, for using certain premises for the purpose of betting with persons resorting thereto. The case set out that the informations were laid by Downes under 16 & 17 Vict. c. 119 against Warren Johnson, charging him that "he, being a person using a certain house situate at 1, Bolt-court, Fleet-street, did unlawfully use the said house for the purposes of himself betting with persons resorting thereto" on certain dates named in September, October, and November, 1894. The alderman dismissed the information. The facts were as follows: The premises were owned and occupied by the Albert Club (Limited), which was registered as a club in November, 1865. The members were elected by the directors and were required to hold at least a share. In the club dispute-books were found which related exclusively to disputed bets between members of the club. A society called the Mutual Protection Society was formed in August, 1893, by certain members of the club, of whom the respondent was one, which had for its object the compilation for the use of its members of a "black list" of persons who had made default in the payment of bets or refused to submit disputes as to the bets to the decision of any recognized tribunal. The list contained the names of more than 2,000 persons. The case set out that it was found as a fact that individual members of the club had no prescribed places or pitches in the clubroom, to which members of the club alone had access, and that there was no member who could accurately be described as holding "a bag against all comers." Certain members usually laid bets against horses running in races, and others backed horses, but frequently their respective positions were reversed. There was a tape-machine in the clubroom, and a servant of the club during racing hours called the starting prices. On the dates in question the respondent admitted having made numerous bets in the clubroom with members of the club. Counsel for the appellant said that evidence had been tendered that the respondent had betted with non-members of the club, but the alderman found that that charge had not been proved. He was also of opinion that in construing the words "betting with persons resorting thereto" such persons were clearly distinguishable from the owners and occupiers of any "house, office, room, or other place," and he therefore acquitted the respondent of the charge of unlawful betting. The question was whether this was a correct decision in point of law. [WRIGHT, J.—The question is whether the men, being members of the club, resorted to it within the meaning of the statute, and the alderman decided that the words "resorted thereto" applied to strangers going to the premises to bet as distinct from members of the club.] That was so. He submitted that the word "resorting" could not be restricted to cases where people were free to come and go on the premises as they wished. The authorities, which were numerous, shewed that it was a question of degree of user in each case, and in the present case he contended that persons had used the club for betting purposes to such a degree as to constitute a resorting thereto within the meaning of the Act. For the respondent counsel pointed out that it was a singular fact that in all the mass of authorities on this subject there was not a single case which exactly covered the present facts. Only one of those cited by the appellant's counsel really at all applied—namely, that of *Oldham* v. *Ramsden* (44 L. J. C. P. 309, 32 L. T. 385, 23 W. R. Dig. 32), which, so far as it went, was in favour of the respondent. The real point was whether in fact the club was a genuine club where betting to a greater or less degree was carried on as one incident of club life. If it was, then the statute did not apply. In the present case he submitted that the Albert Club was a *bonâ fide* club, and not a mere betting-

house ostensibly carried on as a "club" to which anybody could obtain admission for the purpose of betting.

THE COURT upheld the decision of the magistrate, and dismissed the appeal, with costs.

GRANTHAM, J., in giving judgment, said the preamble of the Act stated that a kind of gaming had of late sprung up tending to the injury and demoralization of improvident persons by the opening of places called betting houses or offices, and the receiving of money in advance by the owners and occupiers of such houses on account of horse races and other contingencies which it was the object of the Act to suppress. The improvident persons there mentioned were not the class of person who met together to form a club of this description. The Act was intended to protect those persons who knew nothing about betting and who might be inveigled into places for the purpose of making bets. If persons joined a club of this sort they probably knew something about betting and joined for the purpose not only of making bets there but of obtaining information about horse racing and the like that would be of service to them elsewhere. It was not the duty of the court to stretch the statute to cases to which it was not applicable There was in this case no suggestion that the club was a bogus club. It had been in existence for some years. Refreshments and dinners were served in the club, and newspapers, billiards, and all the usual club conveniences were provided for members. None of the cases cited shewed circumstances such as existed here, and the appeal therefore failed.

WRIGHT, J., in concurring, pointed out that the mere fact of membership in itself would not prevent the Act applying if the object of the so-called club were solely that of betting or if anyone was free to become a member or it by going through the mere form of election whenever he wished. The Albert Club had existed for thirty years, and there was no suggestion that it was a place where anybody could obtain admission merely for the purpose of making a bet. If it had been a club to which any person could have gained admission who wished to make bets, the matter would have been very different.—COUNSEL, *Poland*, Q.C., *C. Mathews*, and *R. D. Muir*; *Joseph Walton*, Q.C., and *Horace Avory*. SOLICITORS, *H. H. Crawford*; *Lewis & Lewis*.

[Reported by ERSKINE REID, Barrister-at-Law.]

BADLEY v. CUCKFIELD UNION RURAL DISTRICT COUNCIL — Lord Russell, C.J., and Charles, J., 20th and 22nd May.

LOCAL GOVERNMENT — BYE-LAWS — NEW BUILDING — WOODEN FRAME COVERED WITH CORRUGATED IRON—PUBLIC HEALTH ACT, 1875.

This was a case stated for the opinion of the court under order 34. The plaintiff was the lessee for a term of years of a house known as Bedales and grounds adjoining, consisting of thirty acres, which he used as a boarding school for boys. By an order of the Local Government Board the provisions of sections 157 and 158 of the Public Health Act, 1875, were declared to be in force in the district in which these premises were situate. In pursuance of section 158 of the above Act the defendants made certain bye-laws which were allowed by the Local Government Board. No. 11 of these bye-laws provided that every person who shall erect a new building shall cause such building to be enclosed with walls constructed of good bricks, stone, or other hard and incombustible materials, properly bonded and solidly put together. No. 19 provided that "every person who shall erect a new domestic building shall construct every external wall and every party wall of such building in accordance with the following rules, and in every case the thickness prescribed shall be the minimum thickness of which any such wall may be constructed, and the several rules shall apply only to walls built of good bricks . . . or of suitable stone, or other blocks of hard and incombustible substance, the beds or courses being horizontal." Then followed numerous regulations as to the thickness of walls relative to their height. In January, 1895, the plaintiff, desiring to construct a sanatorium in connection with his school, sent the following notice to the defendants: "I send plan of a proposed sanatorium proposed to be built at Bedales in connection with the school, to be put on a brick foundation, cement concrete floors, concrete under all wood floors, galvanized iron outside and boarded inside, with iron roof, which I trust will be correct." The defendants disapproved, but the plaintiff began to put up the sanatorium with sheets of corrugated galvanized iron one thirty-second of an inch in thickness, with a layer of felt inside fixed to the outside of a framework of wooden upright and horizontal posts and rails, the sheets being fixed to each other where they joined by rivets. To the inside of the framework was fixed a lining of wood matchboarding separated from the felt by a hollow space of four and a half inches, being the thickness of the posts and rails. It was contended by the defendants that the effect of bye-laws 11 and 19 was to forbid the erection of buildings with walls of galvanized iron only, or of galvanized iron boarded inside. It was contended by the plaintiff that such bye-laws only regulated the quality of and the manner of employing the materials there specified in walls proposed to be built in the ordinary way where some such materials must be used, and did not apply to or forbid the erection of walls of totally different materials and construction. The questions for the court were: (1) whether the defendants' bye-laws prohibited the erection of the plaintiff's proposed building, and, if so, (2) whether such bye-laws were to that extent unreasonable and bad.

LORD RUSSELL, C.J., in giving judgment, stated the facts, and expressed his opinion that it was very remarkable that there should be no set of provisions specifically addressed to buildings constructed, as far as the external parts were concerned, of iron. However, if the fair construction of the bye-laws was to prohibit the construction of such a building as the one in question, effect must be given to that prohibition. Under rule 2, headed "Exempted Buildings," a number of buildings not constructed wholly or partially for human habitation or habitual employment, and which buildings are frequently made of iron, are entirely excluded from the operation of the rules. Then came section 11, which was most important in this case. [His lordship read the section.] The question arose whether the earlier part of the section contained a provision which applied here. This building was not of bricks or stone, but it was built of "some other hard and incombustible material"—namely, iron. The first question the court had to ask itself was whether the building, which was admitted to be a new building and to be intended for habitation by human beings, was enclosed, first of all, by walls at all; and, in the next place, was it enclosed by a wall of hard and incombustible material? It must be assumed it was enclosed by a wall, and a wall was something that would stand by itself, so that the wall here could not be the galvanized iron. The wall here was made up of wooden posts, a wooden frame, and the external skin of corrugated iron. This was distinctly not a wall of incombustible material, and it therefore constituted an offence against rule 11, and could not be permitted.

CHARLES, J., agreed, and judgment was ordered to be entered for the defendants.—COUNSEL, *Rowlatt*; *Alex. Glen*. SOLICITORS, *Withers & Withers*; *C. M. Waugh*.

[Reported by T. MATHEW, Barrister-at-Law.]

METROPOLITAN DISTRICT RAILWAY CO. v. VESTRY OF THE PARISH OF FULHAM—22nd May.

METROPOLIS—PAVING EXPENSES—APPORTIONMENT—METROPOLIS MANAGEMENT ACT, 1862 (25 & 26 VICT. C. 102), S. 77.

This case raised a question as to the construction of section 77 of the Metropolis Management Amendment Act, 1862, whether under that section the vestry had power, in apportioning the expenses of paving a street, to charge the owners of land in different proportions as between one another. The Metropolitan Railway Co. owned a strip of land which they used for a railway siding running alongside a new street which joined Mornington-avenue with the North End-road. Besides the land owned by the railway company there was in the same street land belonging to other proprietors, in addition to house property. Section 105 of the Metropolis Management Act, 1855, directs that the expenses of paving a new street shall be apportioned among the owners of houses abutting on it. Section 77 of the Metropolis Management Act, 1862, extends the liability to contribute to the owners of land, with the proviso that "it shall be lawful for the vestry or district board to charge the owners of land in a less proportion than the owners of house property should they deem it just and expedient so to do." The vestry decided to pave the street, and, having done so, apportioned the expenses among the owners of land and houses. They charged the owners of land other than the railway company two-thirds of what would have been their share had the expenses been divided equally among all the owners, but charged the railway company in the same proportion as the owners of house property. On a complaint being made by the vestry that the amount claimed from the railway company had not been paid, the claim was allowed. It was argued by counsel on behalf of the railway company that the true meaning of the section was that, if the owners of land were to be relieved of any portion of the expenses, they must all be treated alike, and that no exceptions could be made. They referred to *Whitchurch* v. *Board of Works for the Fulham District* (L. R. 1 Q. B. 233), *Plumstead Board of Works* v. *British Land Co.* (L. R. 10 Q. B. 202), *Vestry of Mile End* v. *Whitechapel Union* (1 Q. B. D. 680), and *Reg.* v. *Marsham* (1892, 1 Q. B. 271).

THE COURT (GRANTHAM and WRIGHT, JJ.), without calling on the other side, dismissed the appeal.

GRANTHAM, J., said that the contention that the vestry had not the right to relieve some owners of land and not others was wrong. In his opinion the Act was intended to give the vestry a discretion whether they should relieve the owners of land or not, and they might, in the exercise of that discretion, relieve one landowner and pass over another. That view seemed a fair one, for assuming, as in this case, that the land owned by the railway company was occupied by a siding, but at one end or other of the street the company had a station, there being also house property and other land in the street, and the company applied to have the street paved, it would be unfair that the owners of land should have to pay in the same proportion as the railway company. The probability was, therefore, that, the owner being in this case a railway company, the discretion was wisely exercised.

WRIGHT, J., concurred. If the construction of the section were as was contended for by the appellants, it would be unjust, for it would oblige the vestry, while acting justly to one landowner, to be unjust to another. He wished to avoid being understood as deciding the question whether, as between different owners of land, the vestry could exempt them in different degrees. — COUNSEL, *Courthope-Munroe* and *F. O. Robinson*; *Macaskie*. SOLICITORS, *Baxter & Co.*; *T. Blanco White*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

Bankruptcy Cases.

Re **CAREY**, *Ex parte* **JEFFRIES** *v.* **CAREY CYCLE CO. (LIM.)**—Vaughan Williams, J., 20th May.

BANKRUPTCY—CONVERSION OF BUSINESS INTO A LIMITED COMPANY—CONVEYANCE WITH INTENT TO DEFEAT AND DELAY CREDITORS—RESPECTIVE RIGHTS OF CREDITORS OF THE BANKRUPT AND OF THE LIMITED COMPANY.

This was an application by the trustee in the bankruptcy of Edward Carey to set aside a transfer by the bankrupt to the Carey Cycle Co. (Limited) of all his business and stock-in-trade as fraudulent and void,

upon the ground that such transfer had been made with intent to defeat and delay his creditors. The bankrupt had previously carried on business in his own name, and in July, 1894, he was very much pressed by his creditors. In August, 1894, the limited company was formed, the signatories of the memorandum and articles of association being Carey's relatives and clerks. Upon the 16th of August Carey executed an agreement with a trustee on behalf of the company whereby he conveyed to the company his business, stock-in-trade, and effects in consideration of £1,500 in cash and £1,500 in shares. No cash was actually paid to him, but only bills of the company. The business continued to be managed by him in the same way as before, and the company even used his banking account down to the 11th of September. He gave some of his former creditors the bills of the company, but as they continued to press him, and as new creditors of the company arose and pressed that body, Carey had a receiving order made against him, and the company went into voluntary liquidation upon the 4th of December, 1894. The liquidator sold the business for £370 to two persons named Flaxman and Edwards, the latter of whom had been a clerk of the bankrupt. The trustee asked by his application that this purchase-money might be handed over to him, as well as for a declaration that the conversion was a sham.

Vaughan Williams, J., held that the conversion of the business into a limited company was a sham, and void as a conveyance with intent to defeat and delay creditors, and that the liquidator must hand over to the trustee the undistributed assets in his hands, but that, although the conversion was a nullity as between Carey and the company, it was not a nullity as regarded third persons who were not parties to it, such as the creditors of the company. His lordship directed that those creditors should be paid in full in priority to the creditors of the bankrupt, because the bankrupt had really used the company as his agent, and was bound to indemnify it, and the trustee could only take the assets subject to such obligation to indemnify.—Counsel, *H. Reid*, Q.C., and *A. H. Carrington*; *Wildey Wright*. Solicitors, *Arthur Pyke*; *Bassett & Co.*

[Reported by P. M. Francke, Barrister-at-Law.]

Re **SAUNDERS**, *Ex parte* **SAUNDERS**—Vaughan Williams and Kennedy, JJ., 23rd May.

Bankruptcy—Assets—Pension—Retired Officer of Indian Army—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 53—Indian Pensions Act (Indian Act No. xxiii.), s. 11—Army Act, 1881 (44 & 45 Vict. c. 58), s. 141.

This was an appeal from his Honour Judge Lushington in the county court at Wandsworth, who had ordered £50 a year to be set aside out of the bankrupt's pension for the payment of his creditors under section 53 of the Bankruptcy Act, 1883. The bankrupt was a retired major-general of the Indian army who was entitled to a pension of £380 a year out of the Indian revenues under the Indian Pensions Act, section 11 of which enacts that "no pension granted or continued by Government . . . on account of past services . . . and no money due or to become due on account of any such pension shall be liable to seizure, attachment, or sequestration by process of any court in British India at the instance of a creditor, for any demand against the pensioner, or in satisfaction of any decree or order of any such court."

Vaughan Williams, J., allowed the appeal, holding that although the court had jurisdiction to make an order setting aside part of an Indian pension by virtue of section 53 of the Bankruptcy Act, 1883, yet that it would be a wise use of the discretion of the court to refuse to do so, for the reason that the Indian Pensions Act made such pensions absolutely inalienable in India, and it would be wrong for the courts here to make an order which would so entirely defeat the object of the Indian Legislature. In support of this view his lordship relied upon the judgment of Lindley, L.J., in *Lucas* v. *Harris* (35 W. R. 112, 18 Q. B. D. 127).

Kennedy, J., concurred. Leave to appeal was granted.—Counsel, *Muir Mackenzie* and *Arnold White*; *Reed*, Q.C., and *Carrington*. Solicitors, *G. Twynam*; *Ashurst, Morris, & Crisp*.

[Reported by P. M. Francke, Barrister-at-Law.]

LAW SOCIETIES.

LAW ASSOCIATION.

The following is the seventy-eighth report of the board of directors of the Law Association (for the benefit of widows and families of solicitors in the metropolis and vicinity) to the annual general court, held on Friday, the 31st of May, 1895, Arthur Toovey, Esq., in the chair:—The directors have the pleasure of submitting a report of their proceedings and the accounts for the past twelve months. The funded property of the association has been increased, and now consists of the following investments—viz., Consols (2¾ per cent.), £22,480 11s. 9d.; India 3 per Cents., £5,000; India 3½ per Cents., £1,500; Great Indian Peninsular Railway Stock, £2,500; East Indian Railway Co. (Annuity Class B), £6,837 10s. The receipts of the association for the year now ending are as follows: Dividends on the above investments, £1,196 16s. 8d.; life and annual subscriptions for the like period, £313 19s.; donations, £31 10s.; and legacies, £1,500; making the total receipts of the association £3,042 5s. 8d. for the year. £2,054 7s. 4d., less brokerage, &c., has during the year been added from the above receipts to the invested capital of the association. The association has gratefully received the following legacies, viz., from the executors of Mr. Charles Dod (formerly of the firm of Dod & Longstaffe) the net sum of £900, from the executors of Mr. H. C. Chilton (formerly of the firm of Burton, Yeates, & Hart) the net sum of £100, and from the executors of Miss Charlotte Henrietta Sutton the net sum of £500. Donations amounting to £31 10s. have during the past year been thankfully received from the following gentlemen:—Mr. R. J. Pead, £21, and Mr. H. Brandon, £10 10s. The directors have distributed £912 10s. amongst twenty-one members' cases, and £195 amongst sixteen non-members' cases, making the total relief granted £1,107 10s. The directors have with deep regret to report the deaths during the past year of the following members of the association:—Mr. John Boodle, for very many years vice-president and secretary, Mr. William Curtis Terry and Mr. Edward Walmisley. By the regulations of the association the president, vice-president, treasurers, directors, and auditors for the ensuing year are to be elected at the present meeting. The directors feel that, having regard to the highly beneficial operation of the association in the past, and the strong financial footing upon which it now stands, they may well urge upon the metropolitan members of the profession the desirability of their making and giving further personal efforts and support towards the promotion of its interests.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

Honours Examination.

April, 1895.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following as being entitled to honorary distinction:—

First Class.

[In Order of Merit.]

Charles Arthur Buckley, who served his clerkship with Mr. Samuel Learoyd, of Huddersfield.

Alfred Allen Hobson, who served his clerkship with Mr. William Goodale, of London.

Henry Hanson, who served his clerkship with Mr. Robert Barber, of Nottingham; and Messrs. Johnson, Weatherall, & Sturt, of London.

Cyril Atkinson, who served his clerkship with Messrs. Atkinson, Saunders, & Co., of Manchester.

Walter Scott Henderson, who served his clerkship with Mr. Horace Gilden Harwood, of the firm of Messrs. Harwood & Stephenson, of London.

Walter James Barnes, who served his clerkship with Messrs. Godwin & Louch, of Newbury; Messrs. Andrews, Barrett, & Andrews, of Weymouth; and Messrs. King, Wigg, & Co., of London.

Herbert Harger Scott, who served his clerkship with Mr. Charles Scott, of Gloucester, and Messrs. Gustavus Thompson & Son, of London.

Second Class.

[In Alphabetical Order.]

Frank Anderson, who served his clerkship with Messrs. Tamplin, Tayler, & Joseph, of London.

Florance Anthony Bainbridge, who served his clerkship with Mr. Charles Gabriel Beale, of Birmingham; and Mr. James Samuel Beale, of London.

Walter Alfred Chadwick, who served his clerkship with Mr. George Reader, of London.

Ernest Lewin Chapman, who served his clerkship with Mr. Harry Reid Lempriere, of London.

Frederick Charles Lambert, who served his clerkship with Messrs. Debenham & Walker, of London.

Arthur Francis Ridsdale, who served his clerkship with Mr. Francis James Ridsdale, of London.

Henry Walter Rydon, who served his clerkship with Messrs. Robbins, Billing, & Co., of London.

Arthur Irving Smallwood, B.A., who served his clerkship with Messrs. Smith, Pinsent, & Co., of Birmingham.

Third Class.

[In Alphabetical Order.]

James Alcock, who served his clerkship with Mr. George Peter Allen, of the firm of Messrs. Partington & Allen, of Manchester.

Charles Frederic Bailey, who served his clerkship with Mr. James Thorp Hincks, of Leicester.

Henry Geoffrey Elwes, who served his clerkship with Mr. Henry Hervey Elwes, of the firm of Messrs. Elwes & Turner, of Colchester; and Mr. Edward Francis Turner, of London.

Percy Haddock, who served his clerkship with Mr. Wadsworth Burrow Lillington, of the firm of Messrs. Baker, Son, James, & Lillington, of Weston-super-Mare; and Messrs. Meredith, Roberts, & Mills, of London.

Arthur Lloyd Jones, who served his clerkship with Mr. William Lloyd, of the firm of Messrs. Lloyd & Roberts, of Ruthin.

William Wrathal Lucas, who served his clerkship with Mr. John Anthony Engall, of Staines, Middlesex; and Messrs. Burton, Yeates, & Hart, of London.

Kenneth Macdonald, who served his clerkship with Mr. Ernest Wallace Rooke, of Bath; and Messrs. Preston, Stow, & Preston, of London.

Frederick William Richards, LL.B., who served his clerkship with Mr. Henry Ford, jun., of the firm of Messrs. Ford, Harris, & Ford, of Exeter; and Messrs. Field, Roscoe, & Co., of London.

Vernon Ashley Ritson, who served his clerkship with Mr. Arthur George Boulton, of Sunderland; and Messrs. Peacock & Goddard, of London.

Arthur Norton Spencer, who served his clerkship with Mr. Henry Seymour Hubbard, of London.

William Marquis Whitehead, LL.B., who served his clerkship with Mr. William Joseph Widdowson, of the firm of Messrs. Bowden & Widdowson, of Manchester.

Herbert Williams, M.A., who served his clerkship with Mr. Ebenezer Robins Williams, of Birmingham.

Frank Hebden Wilson, who served his clerkship with Mr. Alexander Wilson, of Liverpool.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Buckley—Prize of the Honourable Society of Clement's Inn—value about £10; and the Daniel Reardon Prize—value about 20 guineas.

To Mr. Hobson—Prize of the Honourable Society of Clifford's Inn—value 10 guineas.

To Mr. Hanson—Prize of the Honourable Society of New Inn—value 10 guineas.

To Mr. Atkinson, Mr. Henderson, Mr. Barnes, and Mr. Scott—Prizes of the Incorporated Law Society—value 5 guineas.

To Mr. Scott—"The John Mackrell Prize"—value about £12.

The council have given class certificates to the candidates in the second and third classes.

Fifty-five candidates gave notice for the examination.

THE SELECT COMMITTEE ON THE LAND TRANSFER BILL.

[FROM OUR OWN REPORTER.]

PRESIDENT OF THE LAW SOCIETY'S EVIDENCE.

The fourth sitting of the Select Committee of the House of Commons upon the Land Transfer Bill, 1895, took place on Thursday, the 30th ult., Sir R. T. REID (Attorney-General) taking the chair. The examination of Mr. Hunter, President of the Incorporated Law Society, was continued.

Mr. HUNTER, in answer to Mr. BOLTON, said that if the entry on the register could be made sufficient to enable the purchaser to dispense with other inquiries it would be better. It appeared to him that this could not be done without making very substantial changes in the law as it stands. The first difficulty would be that of boundaries. Every Bill which had been brought in hitherto which had proposed to make the boundary binding on the adjoining owners had also proposed machinery for advertising and for making it known. The present Act did nothing of the sort, and as the country would be dotted all over with pieces on the register and pieces that were not you could not have the man who was not on the register bound by the arrangements that were made by the man who was on it. If the adjoining owner did not admit your boundaries you would not have what you wanted. Then there were the liabilities of owners of land as to occupying tenants. The Bill proposed that leases should be registered, but there was a great deal of land which was in occupation of tenants without leases. That would not require to be registered, and all sorts of complications arose between the owner and the landlord under the Agricultural Holdings Acts and otherwise. A purchaser who merely looked at the register might find the land burdened with very onerous obligations. In regard to easements there was a perpetual current of litigations respecting rights of way, rights of air, fishing, sporting, and such like. The register as established under the Act of 1875 was expressly made subject to all these rights, and an intending purchaser must satisfy himself by actual inquiries, not only as to the vendor but the occupier for the last twenty years, that none of these exist. In all districts containing minerals inquiry would have to be made whether there were any rights to enter and search for them. Inquiries would have to be made as to land tax, quit rent, tithes, Crown rent and such like. As to leaseholds, the purchaser would have to satisfy himself as to the conditions of the lease. All these things made so great a difference between the transfer of land and of stocks and shares by entry on a register that it was impossible to reduce the title in land to the simple inspection of a register. The examination of deeds, so far as is necessary for obtaining information on these points, would be saved if the scheme was adopted, but such inquiries ought to be made. The proposed system would practically relieve a purchaser from inquiring into the equitable title of the vendor and of persons having charges on the property. In this connection he would put in a paper he had written containing his own personal suggestions. It had not been adopted by the Council, of the Incorporated Law Society. It was very important to recollect that for every one time that land was dealt with by out and out sale from vendor to purchaser it was dealt with many times otherwise. The proposed system would often add to the cost of the transaction the cost of making an entry on the register. On the balance of convenience he believed that the extra cost would outweigh the advantages of the register on the occasion of a sale. Statistics already put in shewed that in the case of small purchases there was little left to be desired as regarded expedition and costs, and in large sales the proceedings had been much simplified under modern Acts and the costs reduced. A return made by the Bank of England, referred to in a report of 1870, shewed that they had lost £40,000 a year by forgeries of transfers, so that it was quite possible the losses to be provided for out of the insurance fund might in the early years far exceed the amount of the contributions. The Act of 1862 and that of 1875 had so entirely failed to attract business that it seemed to him a very extreme measure to prohibit people from making use of the system which had existed for centuries and to require them to use only the new system which was practically untried, and so far as it had been tried had been found not adapted to the requirements of the people. It was very desirable that if the experiment were made the period should be limited. To make it really a tentative measure the system of compulsion ought to be limited to a definite area and to a prescribed number of years, and it should not be extended or renewed except by Parliament. The registration of deeds in Yorkshire and Middlesex was introduced as an experiment, but very great objections had been taken to it. Owing to the difficulty of dealing with vested interests which had grown up under it it had been found almost impossible to get rid of it.

The CHAIRMAN: That is the registration of deeds. Is not all skilled experience against the registration of deeds?—I think so.

Mr. BOLTON: The object of my inquiry is to shew that if you once set up a registry and make the experiment there will be a difficulty in getting rid of it, however much you may desire to do so.—The experiment if it was to be tried should be tried for a limited time, which would limit the compensation which would have to be paid to officials if it were abolished, and would give notice to the public generally that it was an experiment. No one would acquire vested interests as in the case of the Middlesex Registry. From the Parliamentary return which had been put in it would appear that the registration fees in Middlesex were £13,000 or £14,000 a year. The burden on the landowner would be quite three times as much as that. The fee for entering deeds in Middlesex was 5s., revenue stamp on memorial 2s. 6d., and somebody had to pay the costs of preparing the memorial and registering it, and so on. He had never found that anyone thought property more secure in Middlesex than in Surrey owing to the register. At present the succession duty was a first charge on the interest of the successor, and of all persons claiming any right in the real property. When Lord Halsbury brought in his Bill of 1888 and 1889 he had a clause which reached over three or four pages dealing with the succession duty. Even then it by no means relieved the purchaser. It was a very long and complicated affair.

Mr. HALDANE, Q.C., led the witness through the various stages of a purchase of land in order to shew that there was a great amount of work necessarily under the present system, observing that it often happened that in the course of twenty years there would be ten or twelve completely independent investigations of title, yet it would be necessary to go over exactly the same ground every time.—Everybody was content with very moderate investigations nowadays.

But there would be the risk. Sometimes a leasehold title was a very long and complicated business. I have often seen an abstract of twenty or thirty pages.—That happened very rarely. After you had set out the details of the covenants in the original lease he should think an average of six or eight lines as a rule would contain all that was necessary.

Not only so, but am I not right in thinking that it is a common practice of solicitors to lessors to insist upon registration of each dealing?—Very generally.

The effect of registration is that on every transaction the document has to be brought to the ground landlord's solicitor, and a registration fee paid on registration?—Yes, but that would not be got rid of by the registration.

Mr. HALDANE then took the witness through the various stages of procedure in the same case under the registry with the view of shewing that the cost would be less, the witness observing that in his opinion it was taking too optimistic a view to say that the costs would be anything like a tenth of what they were at present. The fees paid to the Government official for doing his work would be less than the fees paid to the solicitors for doing the work they did. But if a man did his own work now there were no fees to be paid to anybody. The fees payable would be in addition to the fees payable now. In 1887 a suggestion was put forward by the Law Society that instead of the Government offering an absolute title they should merely profess to give a guaranteed title guaranteeing the purchaser on the principle of insurance, but that if the Government were wrong the right to retain the land should not in any way be prejudiced by the entry on the conveyance. The purchaser would look as a matter of course to the Government for indemnity if they allowed to be entered as the owner someone who had no justification as against the real owner. The society thought that if a guaranteed title were substituted for a tentative title it would very much relieve the officials from the necessity of a great many inquiries in the case of boundaries—for instance, if the purchaser had a pecuniary guarantee that the boundaries were right.

The CHAIRMAN: Do you mean that the State in addition to guaranteeing an absolute title was to guarantee boundaries exactly within the plan?—He proposed that they should guarantee the purchaser against loss in consequence of any mistake made on the register either of description or title or secret incumbrances or anything else.

So far as absolute titles are concerned that is proposed by the Bill?—Yes. But the purchaser should be invariably the man to receive the money compensation, not the person dispossessed. That was not the invariable case under the scheme.

That is putting in another form what Mr. Wolstenholme said: That the true owner should always be the possessor?—The true owner ought not to be ousted by anything done by anybody but himself, and the man who bought should be quite sure of getting his land or of getting something in compensation.

By Mr. HALDANE: It would be an advantage to adopt the same principle as far as boundaries were concerned.

The CHAIRMAN: Do you mean that the State should guarantee that the boundaries as appearing in the plan should be the true boundaries?—The boundaries appearing in the certificate. It was rather suggested

there should be a statement as well as the plan. He suggested that the State should guarantee the purchaser as to the boundaries as shewn in the document. If they were incorrect the State should compensate him.

Mr. HALDANE: Could not the principle of compensation be applied also to succession duty and incumbrances of that kind antecedent to the forty years' title, because quit rents and things of that kind might be overlooked?—The limit with respect to these things would not stop at the first registration, particularly that with reference to the succession duty. A claim might arise which would not appear on the register. The State should guarantee against loss in respect to these.

At any rate, we should be no worse off than under the existing law?—There would be less to put a purchaser on his guard by the mere entry in a book.

Still he has got no great security at the present time, because these kind of easements do not as a rule appear on the title.—They did not. A pecuniary guarantee would not be an indemnity in respect of fishing and sporting rights. People would fight for those. He had spent over £1,000 a short time ago in fighting an action over a few salmon.

You suggested at the last sitting the difficulties of transferring a public-house under the registry. You would transfer it to the purchaser, keeping the equitable interest in the vendor until the moment of sale, and the equitable interest would pass to the purchaser the moment the fiscal transfer was effected?—They were rather difficult people to deal with, the people who deal in this class of property. They did not trust one another very much.

By Mr. WAYMAN: Absolute titles were not required to be registered under the Act, and they probably would not be largely registered.

Then, the great bulk of titles on the register being possessory titles, all that we have heard about cheapness will not come into play, because you will have to inquire just the same as now?—You would have to inquire for a period from forty years back as now.

It would be entirely an extra expense for the man buying at the present time?—For the next twenty years, no doubt.

After the twenty or thirty years the possessory title would practically become absolute?—After the present period of forty years. The present generation would not get much advantage in dealing with land. It would require the intervention of an official in every transaction, which was not the case now. Two people could meet and settle their own affairs at present, but if you had a registrar to go to that would mean another person. People would have to pay for these transactions in the future as in the past.

You suggested compensation as to boundaries. Would not that make the registrar very careful?—It was very desirable he should be.

Would it not add largely to the expense?—If it was a pecuniary guarantee they could measure the relative risks of giving a guarantee on slight information. Under the old system of 1862, where the boundaries were guaranteed, the costs were very great, and it was very unsatisfactory.

Mr. TOMLINSON: It was suggested by Mr. Wolstenholme that the equitable owner could be protected by a caution or inhibition or notice?—There was a very great difference of opinion as to whether a caution was an efficient protection. The Bank of England made use of a distringas for the purpose.

By Mr. GREENE, Q.C: The Incorporated Law Society had obtained information from the provincial law societies as to the feeling of solicitors in the country, and they were even more opposed to the Bill than were the London solicitors. The country solicitors had more numerous conveyancing transactions, small cases principally. The paper the Lord Chancellor had referred to during his evidence was supplied to him by the Incorporated Law Society in 1893. It represented the feeling of solicitors at that time, and there had been no alteration of opinion since. The matter had been discussed all over the country.

Is the objection to the measure on the part of those concerned in practical conveyancing to the compulsory registration of possessory title?—They thought it very objectionable altogether. It was not only the registration of possessory title, but the substitution of a system of transferring land by the entry in a book kept by officials instead of by documents prepared by the parties themselves.

Is it the registration or the compulsion they object to?—The compulsion.

Is there any distinction to be drawn between compelling registration of title to very small properties and to very large properties, or is the objection to compulsion whatever may be the value of the property?—He thought the objection related to large and small properties. It would be very difficult to compel people to register one class of property and not the other, because what was a large property to-day might be a hundred small properties to-morrow.

Lord Cairns thought compulsion should be limited to where the value of the property exceeded £300?—He thought it would be very difficult. You would find a man a registered owner of property and he might have sold fifty pieces of it worth £300 each and there might be not much of the original left, and, compulsion being abandoned under £300, there would be nothing to shew that these sales had taken place. If a man, having a large property, was to cut it up into a hundred small portions each under the limit, there would be nothing on the register, no trace to shew that three-fourths of the property had gone.

Will you assume the case of a small property of the value of £150, a cottage, registered with a possessory title, the purchaser would pay the expense of investigating that title, and having acquired it, it would be for him to pay the expense also of a solicitor to put it upon the register?—Yes.

Then there would be the registry office fees, so that there would be two sets of costs or fees. Supposing the registry were ten or twelve miles away, the purchaser would have to go to it or his solicitor?—Somebody would have to go and file the proper documents at the registry. They would have to be prepared and attested. The costs by the Law Society scale on the sale of a property of £150 would be £3.

By the CHAIRMAN: That would be for one solicitor.

By Mr. BOLTON: If one solicitor acted for vendor and purchaser the fee would be £4 10s.

By Mr. GREENE: He would then have to pay his solicitor to attend the registry or go himself. The solicitor would be entitled to charge for putting property under £200 on the registry £2 2s., and the fee to the registry for entry of first proprietorship would be 15s.

By the CHAIRMAN: That would be possessory title.

By Mr. GREENE: In addition there were the costs of the plan and stamps. There would also be the travelling expenses of the solicitor. Forty years would be the absolute limit for which the purchaser could ask for a title.

As to succession duty, for what period have you still to look for that?—Before Mr. Gregory obtained the Act of Parliament it was from 1853 to all eternity, but now he thought it was twelve years.

Then an investigation for payment of succession duty would have to be made whether the possessory title was registered or not?—Yes, unless the law was changed. The Bill made no suggestion for altering it. The registration of title would give the purchaser no security that succession duty had been paid, and it would rather stand in the way of getting facts. If you had a series of documents there was something to shew as to the past, whereas the register only shewed that A. B. was the present owner of the property with or without charges. The remedy would be that A. B. should make a statutory declaration, and if he did there would be no way of punishing him or of getting the money back.

Do you see any public ground for enforcing compulsory registration of title?—I think it is all against it. The public interest was all against it. If people wanted it they could take it. It had been there for twenty years. There was nothing to prevent anyone from entering a title on the register. He believed that if people were allowed to take the title off again they would try the experiment.

Mr. WARMINGTON, Q.C.: Is it absolutely necessary before you can get a certificate of the registration of the possessory title that applicant should himself be in actual possession of the land?—Either himself or his tenant.

And the man actually registered, after he has got his certificate, need not himself either go into the occupation of the property or be in occupation by an occupying tenant at all. He can keep away fifty years, and not go near his property or receive a penny of the rent and yet no one could claim against him?—Yes.

And no one else could get a possessory title against him?—That would be so.

The question of boundaries is only a question of parcel or no parcel?—Yes; and the question was whether a man had got a particular piece of land or not. There was no difference between the title to boundary and the title to land generally. Having got your property registered you might find alterations in the configuration which would seriously interfere with it. Before a sale there was a very careful investigation of the parcels to make sure they were right.

The CHAIRMAN took the witness through the various inquiries and proceedings that had taken place with regard to registration in order to shew that the matter had been thoroughly discussed.—Witness said that he did not admit that the inquiry was complete. They started with the system in 1875, which now in 1895 was to be made compulsory. In 1879 it was not recommended to be made compulsory, and since then there had been committees on the Bill. The Law Society had frequently applied to the Lord Chancellor to be allowed to give evidence, but had never been able to get permission until now.

The point I am putting is that this matter has been before the public for half a century prominently, and that the greatest legal authorities have pronounced their opinion upon it?—Yes.

Public-houses are held on lease as a rule?—Yes, in London, and the lease was mortgaged first to the brewer, then to the distiller, and frequently to a third and a fourth person.

After everything is executed and the money adjusted and paid do you really think it would be a difficult thing to walk across to the registry office and register the transfer?—The difficulty was whether the vendors would be prepared to pay their money down and advance the incoming tenant at a time when under the Act of Parliament he would have no title. He would have no title until after the entry was made on the register.

Do not you think the ingenuity of solicitors would cope with this appalling difficulty of walking across to the registry?—No doubt we could get over it.

EVIDENCE FROM BRISTOL.

Mr. WM. HENRY ATCHLEY, in answer to Mr. BOLTON, said he was a solicitor and had been in practice at Bristol for forty years. For thirty years and upwards he had resided in the midst of a dense working-class population, and practised principally amongst the working classes. He had had great experience in conveying small working-class properties, and the conveyances and mortgages of this kind of property were very numerous in his office. The scale of charges he adopted was below that of the Solicitors' Remuneration Act. He thought that all the solicitors in Bristol among the working classes did so. It was so low as to amount to shillings instead of guineas, a nominal sum. He handed in a table of a number of cases taken in rotation as they stood in his books during 1893 and 1894 of particulars of sales and mortgages of working-class properties.

Mr. BOLTON read some items from the list, as follows:—Mortgage for £50, costs £1 8s. 9d.; sale of ground-rents £65, costs £2; mortgage £100 by two instalments, costs £2; conveyance £1 11s. 6d.; mortgage or charge for £30, costs 15s. These are the sort of charges which are made with regard to transactions dealing with properties of this kind?—His charges were rather higher than those of other solicitors. The vendor and purchaser fixed their own time for completion. Under the present system the transaction could be completed almost immediately, provided he knew the title. Generally speaking he knew the title in Bristol, and that would be the case with the older practitioners there. Bankers in Bristol made loans on the deposit of the deeds without the least difficulty The system of holding the land and transferring it by deed worked very well there. The working-class people were very fond of having their deeds at home. They were proud of them, and he was quite sure they would much object to only having a certificate. He thought the register must lead to additional expense to purchasers and vendors, the purchasers especially, and transactions could not be completed so quickly as under the present system. They were very often completed the same day. Since the last Statute of Limitations titles had been wonderfully simplified. Clients were reasonably satisfied with the charges. He did not think there would be any improvement by the setting up of a Government office, as proposed, and that was the general opinion of solicitors in Bristol. They thought the work could not be done so well by a Government department or so inexpensively, and did not see the slightest necessity for the Bill. He thought the effect of it might be possibly to stop building altogether. It was likely to embarrass the freedom with which people dealt with land in connection with building. He could not see how they could get on under the Bill, because no owner of land would convey the legal estate in the land until the houses were erected, and no solicitor or anyone else would advance money on an equitable title, for which he got no security, to the builder. The custom was to grant an agreement for a grant at fee farm rent, and upon that agreement the builder, or the person for whom the house was to be erected, proceeded to get it up, and to get an advance on the agreement. He would borrow the money. When the house was completed an application was made to the freeholder for a grant, and the land with the house on it was granted at a fee farm rent to the person building the house. A process of that kind could be much better arranged in a solicitor's office than before a public official in a registry office at Bristol or London. He did not see how they could get on under the registry system, because no builder would ever get an advance on an equitable contract only.

By Mr. WARMINGTON, Q.C.: A banker would make an advance on the deeds because he would trust to the solicitor having seen that they were in order. Under the registry system money could not be borrowed because the lender would have no security, as the freeholder could do just as he pleased with the land. He might die and the heir might do what he liked with it, and there would be no remedy. At the present time the solicitor held the deeds, which effectually prevented the freeholder from dealing with the property.

By Mr. TOMLINSON: He did not know of any building society in Bristol which desired that the system of compulsory registration should be adopted. The Act of 1875 was a dead letter as far as Bristol was concerned.

Mr. WICKHAM: May I assume that you are not hostile to the scheme of registration itself?—He thought the general body in Bristol would welcome any change that would simplify conveyancing, but they were decidedly opposed to the registry. It would cramp them in many matters in conveying. Many years ago a gentleman having a large estate put his title on the registry under Lord Westbury's Act. He (witness) saw a solicitor on the previous day who bought a great deal under the title, and he said that he had had the greatest trouble and incurred more expense than under the present system of conveying. The property was registered thirty years ago, immediately after the passing of the Act.

The CHAIRMAN: That Act is an admitted failure everybody agrees.

Mr. BOLTON: It is the same as this except that there is an investigation.

By Mr. WICKHAM: It cost the gentleman who registered his title over £1,000 to do it.

By Mr. SEALE-HAYNE: In the cases which had been given it was sometimes he himself and sometimes clients who lent the money. The parties who advanced the money did not receive any commission, and the fees stated did not include stamps. With a certificate the holder might make a declaration that he had lost it and he might get another, which would open the door to fraud.

By Mr. BOLTON: Under the present system a person could not practically do anything in the way of getting a mortgage unless he had the deeds in his possession. The certificate would not give anything like the same security that was afforded by the deeds system.

By the CHAIRMAN: He was authorized to speak for the solicitors of Bristol, and so far as he knew they were opposed to the Bill and to the principle of registration. The objection of solicitors to registration might, perhaps, have influenced their clients in not adopting it, but he had never had any conversation with them on the subject. In the case of an estate being advertised to be let on building leases at Bristol a number of builders would take under agreements various plots of ground on fee farm rents. Until a house were built on a particular plot the owner would not convey that plot to the builder, but he entered into an agreement for the purpose of allowing the builder to take possession when the agreement was carried out and the house erected. The deed of grant was prepared reserving the fee farm rent, and a conveyance of the legal estate was made to the grantee.

You assume that in the meantime the holder of the land has sold to someone else by transfer on the register without the builder knowing it?—He might do so, because the building agreement lasted many years.

By the Act of 1875 a caution might be put upon the register, and by the 58th section a condition might be made by the person who made the agreement, before he spent a penny on the land, that no transfer or creation of a charge should be entered on the register without the consent of some person to be named by the proprietor, who in that case would be the builder?—He had not read the Act of 1875 recently.

Do you really under these circumstances claim to be regarded as an authority?—I came up to give evidence in regard to the expense under the Bill. I have had great experience as to that.

By Mr. BOLTON: The main object of his coming was to give the committee information as to the way in which small conveyances were dealt with in Bristol. He did not come to give evidence on the Bill itself.

EVIDENCE FROM SUNDERLAND.

Mr. THOS. CHAS. MCKENZIE, examined by Mr. BOLTON, said he was a member of the firm of Kidson, McKenzies, & Kidson, solicitors, of Sunderland. The members of the firm held many local appointments and were also solicitors for a number of building estates in the neighbourhood, some of which were of considerable extent. The prevailing practice in Sunderland was not to sell ground out and out, but in consideration of a perpetual annual ground-rent. Conveyances were prepared and the purchaser obtained the original and the vendor a counterpart. The cost of these, with the plans, was from £4 4s. to £6 6s., which included stamp duty. He had not heard any complaints as to the charges. The transactions were usually carried out with great rapidity. He did not think that transactions of this character could be carried out as cheaply, expeditiously, and satisfactorily under a registry. It would involve the going from the solicitor's office to the registry and in many cases the preparation of supplemental deeds with conditions. From his own experience he believed the people of Sunderland would not be willing to accept the proposed change. He had not the least prejudice against registration if it would be more advantageous to the public.

By Mr. GREENE: In the case of small country towns there would be considerable expense in the solicitor being required to go into the town where the registry was. During the last twenty-five years about 6,000 transactions of the kind referred to had passed through his firm's hands.

By Mr. ELLIS: He had been deputed to attend by the Sunderland Law Society.

EVIDENCE FROM BIRMINGHAM.

Mr. CORNELIUS THOS. SAUNDERS, examined by Mr. BOLTON, said he had been in practice in Birmingham for forty years, and had a considerable conveyancing business. He was a member of the Council of the Incorporated Law Society and a member of the Committee of the Birmingham Law Society. He was one of those who made representations to Lord Cairns in 1875, as a result of which he withdrew the £300 clauses and subsequently withdrew the Bill regarding compulsory registration altogether. In 1893 the Birmingham Law Society prepared statistics of 1,265 transactions.

The CHAIRMAN observed that if these cases merely gave a general statement they were useless.

By Mr. BOLTON: The statistics were obtained from a large number of offices, who were asked to give an average collection of cases up to £600, with the amount of costs and the time involved.

Mr. HALDANE observed that the cases would be very interesting if the committee had before them the gentlemen who carried through the transactions to see whether they charged a fair scale. So long as the committee did not know the conditions he could not see how they could assist them.

Eventually the committee debated the subject with closed doors, and upon the room being again opened

The CHAIRMAN said that at the next meeting they would ask the witness to give them from his experience what was the average cost for purchases of £100, £200, and so forth up to £600.

The committee then adjourned till Monday, the 10th inst.

LEGAL NEWS.

APPOINTMENTS.

Mr. JOHN WOODHOUSE, solicitor (of the firm of Stanley, Woodhouse, & Hedderwick), of Bank-chambers, 45, Ludgate-hill, E.C., has been appointed a Commissioner of the Supreme Court of Queensland to take Affidavits and the Examination of Witnesses. Mr. Woodhouse passed his final examination with honours, and was admitted in February, 1884.

Mr. CHARLES FREDERICK FARRER, one of the judges of the High Court of Bombay, has been appointed Chief Justice of that court, in the room of Sir Charles Sargent, who has retired.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

ROBERT DEAN FRANCIS and HENRY ROBERT PIERCE, solicitors (R. D. Francis & Pierce), Birkenhead. May 28. [*Gazette*, May 31.

JAMES RICHARD HARTLEY and RICHARD ROBINSON OSBORNE, solicitors (Hartley, Son, & Osborne), Rochdale. May 31. The said James Richard Hartley will continue to practise on his own account at Townhall-chambers, Rochdale, aforesaid, under the style or firm of Hartley & Son.

The said Richard Robinson Osborne will practise on his own account at Lower Gates, Yorkshire-street, Rochdale, aforesaid.

THOMAS JAMES SAVAGE and THOMAS RICHARDS, solicitors (Savage, Richards, & Co.), Finsbury-square. October 1, 1894. [*Gazette*, June 4.

GENERAL.

The *Times*, in an article on Scottish fishing, records the facts that at Arndilly Sir Ford North took a salmon of 28lb. and that Lord Justice A. L. Smith landed a salmon of 25lb.

The annual general meeting of the Bar will be held in the Old Dining Hall, Lincoln's-inn, on Tuesday, June 18, at 4.15, when the Attorney-General, Sir Robert Reid, Q.C., M.P., will preside.

We understand that the name of Mr. Herbert J. Thurgood, F.S.I., of 27, Chancery-lane, has been added by the Board of Trade to their list from which selection is made when it falls to the Board to appoint a surveyor to act in arbitration cases. And that Mr. Thurgood was last week also appointed surveyor by the Surrey County Council to act under the New Finance Act with reference to death duties.

At the Kent Assizes on the 30th ult. Mr. Justice Grantham, addressing the grand jury, referred to the Bill now before Parliament which proposes to create a Court of Criminal Appeal. He said the measure was not, as was alleged, framed in accordance with the resolution passed some time ago by a majority of her Majesty's justices, who recently, he might mention, met and unanimously condemned it as it had not been prepared on the lines of their resolution. He was of opinion that the formation of a Court of Criminal Appeal was unnecessary, and he believed that if the Bill in question became law it would be productive of much harm, as it would seriously interfere with the present efficient administration of justice throughout the country. They would probably have appeals of the most trivial character taken before this new tribunal, and the grand jury could imagine the enormous waste of time of her Majesty's judges that would thus result from the re-hearing of such appeals. He referred to the fact that there were about four thousand petitions to the Home Secretary every year, and said that such cases had been satisfactorily dealt with, and very much in favour of the prisoners, the Home Secretary having altered the decisions or sentences in 420 out of the 4,000 petitions received. He regarded this mode of appeal as far preferable to the one which this Bill sought to establish, and believed that such a great change in the criminal law of this land as the Bill would bring about would render their trials less careful, less solemn, would deprive those trials entirely of their finality, and would lead to an enormous and unnecessary expense.

On the 26th ult. at the Leigh Petty Sessions Joseph Young, an insurance agent, of Leigh, was charged with having on four different occasions wilfully and falsely represented himself to be an attorney. Mr. H. J. Widdows (Leigh) appeared to prosecute on behalf of the Incorporated Law Society; and Mr. C. Buckley (Leigh) represented the defendant, who pleaded not guilty. Mr. Widdows said the defendant was charged under section 12 of the Solicitors Act, 1874, with having wilfully and falsely pretended to be a duly qualified attorney or solicitor. The defendant appeared to be a rent and debt collector, carrying on business at 71, Church-street, Leigh. The letter produced was written by him on the 17th of March to the manager of the Pearl Life Assurance Co. claiming on behalf of Mrs. Pearson, 131, Oxford-street, Leigh, whom he termed "my client," a repayment of insurance premiums amounting to £10 18s. On the 18th of March defendant wrote a similar letter to the same company claiming on behalf of Mrs. Alice Jackson, 133, Oxford-street, Leigh, a return of her premiums amounting to £6 5s. 6d. Both letters were written as if by a solicitor, and the company acknowledged them saying they would give the matters their attention. On the 21st of March Mr. Alf. Clarke, of Platt Bridge, an assistant superintendent for the Pearl Assurance Co., called at the defendant's office and saw him with regard to the letters. A conversation took place between them, and there and then the defendant represented himself as the solicitor in the matter. On the 4th of April defendant wrote again to the company stating that if the cases previously referred to were not settled on or before Monday next he would take legal proceedings without further notice. He (Mr. Widdows) might point out that it was out of the power of any person except the claimants themselves or a duly qualified solicitor to take legal proceedings. The letters were distinctly a representation by the defendant that he was a solicitor. After evidence had been given in support of the charge, Mr. Buckley, for the defence, said the composition of the letters was very bad, and it was absurd to say that they were written in solicitor's terms. He would defy anyone to produce him a solicitor's letter written in such terms. The letters were ungrammatical, and the man who wrote them did not know the English language, for in each case he had written "as" for "has." The fact of the matter was as follows: Some woman whom defendant had met on his rounds had stated her case to him with regard to the Pearl Assurance Co., and asked him to write to the company for her. He got someone to compose the letters for him, and then he signed them. He might have committed a technical offence, and if he could be called to give evidence he would tell them he had not done it wilfully. The chairman said the bench considered that the defendant acted more in ignorance than anything else. Nevertheless, the law presumed that everyone should be acquainted with the law. They did not think it was an aggravated case. The second charge, the 18th of March, would be dismissed; for the first case, the 17th of March, he would be fined 20s. and costs; and in the two remaining cases, without inflicting a penalty, he would be ordered to pay costs. On the application of Mr. Widdows the advocate's fee was allowed.

THE HORSE, CARRIAGE, AND GENERAL INSURANCE CO. (LIMITED).—The directors in their report state that the new and renewal premiums received during the year have amounted to £37,563 8s. 11d., as against £36,135 6s. 9d. received by the two uncombined companies in the previous year. The claims have been £22,114 6s. 5d., as against £21,017 3s. 10d. The revenue account of the year shews a profit balance of £1,251 15s. 1d., as against £1,251 12s. 8d. of the two companies in the previous year. The expenses in obtaining the business have been greater—namely, £6,885 13s. 11d., as against £6,245 5s. 8d. But it is expected that benefit will result from this increased expenditure to the company's business during the present year. A payment on account of dividend, at the rate of ten per cent. per annum, was made in July last, and there being now an available balance of the General Net Revenue Account of £1,064 0s. 8d., the directors recommend a like payment, free of income tax, for the half-year ending the 31st of December last, and that similar bonuses, viz, 1s. 8d. per share upon those fully paid, and 9d. per share upon those on which £2 5s. has been paid, be declared payable with dividend, free of income tax.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, June 10	Mr. Pugh	Mr. Leach	Mr. Clowes
Tuesday 11	Beal	Godfrey	Jackson
Wednesday 12	Pugh	Leach	Clowes
Thursday 13	Beal	Godfrey	Jackson
Friday 14	Pugh	Leach	Clowes
Saturday 15	Beal	Godfrey	Jackson
	Mr. Justice Stirling.	**Mr. Justice Kekewich.**	**Mr. Justice Romer.**
Monday, June 10	Mr. Lavie	Mr. Farmer	Mr. Pemberton
Tuesday 11	Carrington	Rolt	Ward
Wednesday 12	Lavie	Farmer	Pemberton
Thursday 13	Carrington	Rolt	Ward
Friday 14	Lavie	Farmer	Pemberton
Saturday 15	Carrington	Rolt	Ward

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BRYANT.—May 25, at St. Michael's-square, Pembroke, the wife of William Hugh Owen Mansel Bryant, solicitor, of a son.

HERBAGE.—May 25, at 5, Micheldever-road, Lee, Kent, the wife of Percy G. Herbage, solicitor, of a son.

MUNN-MACE.—May 21, at Little Barton, Tenterden, Kent, the wife of J. Munn-Mace, solicitor, of a son.

SILLEM.—May 22, at 27, Bramham-gardens, S.W., the wife of George Sillem, solicitor, of a son.

MARRIAGES.

PADMORE—GOODWIN—June 1, at St. Andrew's Church, Pershore, by the Vicar, the Rev. J. Allen Bell, Frank A. Padmore, of Fallowfield, Manchester, solicitor, to Eleanor, second daughter of George Goodwin, of Pershore.

NICHOLSON—FAIL—June 2, at St. Cuthbert's Church, Bedlington, Northumberland, by the Rev. Philip Rudd, Robert Nicholson, solicitor, Morpeth, to Frances H., youngest daughter of the late Thomas Fail, Blue House, Nedderton.

DEATHS.

LAWRANCE—June 3, at Queenwood, Eastbourne, George Woodford Lawrance, barrister-at-law, late of 4, New-court, Lincoln's-inn, aged 61.

SLATER.—May 27, at Shawbrook Lodge, Burnage, near Manchester, William Slater, solicitor, aged 75.

WINDING UP NOTICES.

London Gazette.—FRIDAY, May 31.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRUSSELS THEATRE OF VARIETIES, LIMITED—Petn for winding up, presented May 9, directed to be heard on June 17. Thomson & Co, 2 and 3, West st, Finsbury circus. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of June 16

NOTTINGHAM AND DERBY WATER GAS CO, LIMITED—Creditors are required, on or before June 21, to send their names and addresses, and particulars of their debts or claims, to Thomas Abercrombie Welton, 5, Moorgate st. Taylor & Co, 28, Great James st, Bedford row, agents for Maples & McCraith, Nottingham, solors for liquidators

STEAMSHIP CARLISLE CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 31, to send their names and addresses, and particulars of their debts or claims, to John Martin Winter, 16, Market st, Newcastle-on-Tyne. Gibson & Co, Newcastle-on-Tyne, solors for liquidator

STEAMSHIP WINCHESTER CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 31, to send their names and addresses, and particulars of their debts or

claims, to John Martin Winter, 16, Market st, Newcastle-on-Tyne. Gibson & Co, Newcastle-on-Tyne, solors for liquidator

WILTONS, LIMITED—Creditors are required, on or before June 24, to send their names and addresses, and particulars of their debts or claims, to James Templeton Slade. Ogilvie, solor for liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

ASHTON, STALYBRIDGE, HYDE, AND DISTRICT CARRIAGE CO, LIMITED—Petn for winding up, presented May 28, directed to be heard at the Assize Courts, Strangeways, Manchester, on Monday, June 17, at 10.30. Hardings & Co, 69, Princess st, Manchester, agents for Gartside & Robinson, Ashton-under-Lyne. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of June 15

London Gazette.—TUESDAY, June 4.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

IQUIQUE SILVER CO, LIMITED—Creditors are required, on or before July 12, to send their names and addresses, and particulars of their debts or claims, to Arthur Goddard, St. George's House, Eastcheap. Sawyer & Ellis, 7, Laurence Pountney hill, solors for liquidator

KENDAL AND COUNTY NEWS CO, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and particulars of their debts or claims, to John Monkhouse, 33, Market pl, Kendal. Watson & Chorley, Kendal, solors for liquidator

SHROPSHIRE UNITED MINING CO, LIMITED—Creditors are required, on or before July 1, to send their names and addresses, and particulars of their debts or claims, to Thomas George Marsh and Charles Baker, 89, Bennett's hill, Birmingham. Taunton, Birmingham, solor for liquidators

UNLIMITED IN CHANCERY.

WALSALL AND DISTRICT PERFECT THRIFT BUILDING SOCIETY—Petn for winding up, presented May 25, directed to be heard at the Court-house, Lichfield st, Walsall, on June 20. Evans, 20, Bridge st, Walsall. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of June 19

FRIENDLY SOCIETIES DISSOLVED.

LYMINGTON FEMALE FRIENDLY SOCIETY, Assembly Rooms, High st, Lymington, Hants. May 25

PASSION ROSE FEMALE FRIENDLY SOCIETY, Newchurch Schoolroom, Culcheth, Warrington, Lancs. May 25

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, May 28.

ACOMB, QUINTIN, Ripley, Yorks, Grocer July 1 Kirby & Son, Harrogate

BATE, SARAH, Altrincham July 1 Marshall Rigby, Manchester

BATT, CAROLINE DUCKWORTH, Abergavenny July 6 F M Humfrey, Old Court, Abergavenny

BAYLEY, HARRIETT PARR, Southport June 29 Ormerod & Allen, Manchester

BELLAMY, THOMAS DASH, Jermyn st July 1 Ingle, Queen st

BLAKER, Rev WALTER ISAACSON, Easterton July 12 Howlett & Clarke, Brighton

BROOKES, THOMAS, Dacre, Yorks, Farmer July 1 Kirby & Son, Harrogate

BROWN, Capt LAUNCELOT CHARLES, Corsham June 30 Leman & Co, Lincoln's inn field

CARNT, SUSANNA, Canterbury June 29 Mercer, Canterbury

CARLESS, MARY JANE CATHERINE, Richmond July 1 Smith & Burrell, Richmond

CAW, JOHN, Halifax, Accountant June 28 Walker, Halifax

CLIFT, HENRY, Hounslow July 8 Jonas, Old Serjeants' inn

DERING, EDGAR WILLIAM WALLACE, Eccleston sq, Lieut Col June 24 Symonds & Sons, Dorchester

DEVEREUX, GEORGE ALFRED, W Hartlepool, Gent June 30 Belk, W Hartlepool

DICKENS, WILLIAM, Northampton June 24 Darnell, Northampton

EDWARDS, MARY, Leeds July 1 Kirby & Son, Harrogate

FINDLA, (or FINDLATER) JAMES, Nice June 30 Brooks & Co, Godliman st

GEORGE, ELIZA FLAXMAN, Birchington June 28 Angell & Co, Gresham st

GRAY, WILLIAM, Reading, Esq June 21 Tucker & Co, Serle st

HALE, JANE, Salford June 28 Selim, Mincing lane

HARTLEY, JONAS, Dewsbury, Rag Merchant June 26 Crawford, Leeds

HILLS, THOMAS, Kingsnorth, Yeoman June 11 Hallett & Co, Ashford, Kent

JAMES, PRUDENCE JENKINS, St John's, Kent June 28 Cavell, Clement's inn

JONES, JAMES, Arundel st, Hotel Manager July 1 Levy, Surrey st

KENT, JAMES, Menwith with Darley, Yeoman July 1 Kirby & Son, Harrogate

LANE, Colonel HENRY, Boxhill June 30 Barnes & Bernard, Finsbury circus

LAWSON, NICHOLAS, Wellington, N Z June 25 Mackrell & Co, Cannon st

LINEY, CHARLES, Kensington July 1 Bolton & Co, Temple grdns

LISTER, RICHARD, Brighton June 30 Flux & Leadbitter, Leadenhall st

MATTHEWS, JOHN, Teignmouth, Draper June 28 Phelps & Co, Aldermanbury

MAYNARD, Rev THOMAS, Bristol July 24 Abbot & Co, Bristol

MILLS, GEORGE TAYLOR, Bristol June 14 Spofforth, Bristol

MCPHERSON, DONALD, Vauxhall June 30 Bompas & Co, Gt Winchester st

NEALE, SARAH ELIZABETH, Hastings July 9 Davenport & Co, Hastings

NEWTON, SARAH, Beckenham July 1 Horsley & Weightman, Basinghall st

NICHOLLS, JOHN BUCHANAN, Southwark July 10 Armstrong & Lamb, Moorgate st

PARRY, EDWARD PENBURY, Liverpool, Sugar Broker June 30 Bartlett & Atkinson, Liverpool

POTTER, WILLIAM NORWOOD, Sutton, Oilman June 15 Edwin & Son, Borough High st

PUCKLE, PHILIP RAVENHILL, Mark lane July 1 Thatcher, Essex st

READ, EMMA, Crediton, Devon July 10 Sparkes & Co, Crediton

RHODES, SAMUEL, Penrith, Chemist June 28 Sewell, Carlisle

RIDSDALE, PETER, Bilton July 1 Kirby & Son, Harrogate

SHIPTON, WILLIAM, Leamington, Gent July 1 Russell, Lichfield

SLATER, WILLIAM, Newark upon Trent, Farmer July 10 Hodgkinson, Newark on Trent

SMITH, JOHN ANDREW, Wavertree, Gent July 3 Wright & Co, Liverpool

SOLOMON, MESODAH, Brighton June 24 Lindo & Co, Finsbury circus

TAYLOR, SAMUEL, Birmingham June 24 Powell & Browett, Birmingham

WARDMAN, JOHN, Harrogate, Yeoman Feb 2 Kirby & Son, Harrogate

WHARTON, MARY EDITH, Ashford, Middlesex June 30 Kennedy & Co, Clement's inn

WILLIAMS, EMMA GRACE, Brighton June 16 Nye & Treacher, Brighton

London Gazette.—FRIDAY, May 31.

ATKINSON, JOSEPH, Barnsley, Furniture Dealer June 8 Horsfield, Barnsley

BONNIN, JAMES BASS, Gracechurch st July 1 Hores & Pattisson, Lincoln's inn fields

BRADBEER, WILLIAM ROBERT, St Thomas Apostle, Devon, Gent June 14 Petherick & Sons, Exeter

BURGE, CAROLINE AUGUSTA, West Kilburn July 1 Lawrence & Sons, Raymond bldgs

BURNEY, SUSAN ALLEN, Hyde Park June 29 Gray & Co, Staple inn

COOPER, FANNY, Huddersfield July 1 Hind & Robinson, Lincoln's inn

COOPER, ROBERT, Hastings, retired Corn Merchant June 24 Willett & Latter, Bromley

EDWARDS, ELISHA JOHN, Moseley, Gent July 11 Weekes & Co, Birmingham

EVANS, MORRIS, Gunnersbury, Surveyor July 9 Skewes-Cox & Co, Lancaster pl

FOX, JOHN LEADLEY, Wawne, Yorks, Farmer July 15 Procter, Beverley

LAURENCE, GEORGE, Winchelsea, Carpenter July 1 Smith, Rye

GILLSON, CAROLINE, Broadwater, nr Worthing July 16 Watson & Co, Nottingham

GONNE, CHARLES, Ovington sq, C S I July 1 Morgan & Co, Old Broad st

GOUGH, SELINA, Chelsea June 27 Draper, Vincent sq

HAMMOND, MARY, Manchester, Butcher July 17 Simpson & Simpson, Manchester

HANSARD, GEORGE, Bushey Heath, Barrister July 12 Dunkerton & Son, Bedford row

HARRISSON, JANE, Herne Bay June 30 Jones, Herne Bay

HORSFIELD, WILLIAM GEORGE, Barnsley, Pawnbroker June 8 Horsfield, Barnsley

IMRIE, ELIZABETH ANN, Southsea July 1 Biscoe & Co, Portsmouth

JONES, ISAAC HARTLEY, Liverpool July 12 Hime & Lamb, Liverpool

JONES, JOHN, Rhyl, Seed Merchant June 30 Gamlin & Co, Rhyl

KERSHAW, JAMES, Halifax, Maltster July 10 Rhodes & Evans, Halifax

KIRBY, THOMAS, Leicester, Grazier July 1 J & S Harris, Leicester

LEDGARD, JOHN ARMITAGE, Manchester, Solicitor June 30 Ledgard & Street, Manchester

LENCH, JOHN THOMAS, Wood Green, Harness Maker June 26 Ward, Bedford row

LEVY, EDWIN, West Hampstead, Gent June 7 Lumley & Lumley, Conduit st

MAPLES, GEORGE PEARSE, Smithfield July 6 Stubbs, Bedford row

MATTHEWS, CHARLES HENRY, Wolverhampton, Factor July 11 Weekes & Co, Birmingham

MCALESTER, EDWARD LYON, Ross, N W P India July 1 Murray & Co, Birchin lane

MILLS, Sir CHARLES, Victoria st Aug 31 Bircham & Co, Old Broad st

MUNGATROYD, JAMES, Didsbury July 10 Cooper & Sons, Manchester

ODY, GEORGE, Lydiard Tregoze, Farmer July 6 Bevir, Wootton Bassett

PARSONS, WILLIAM TOVEY, Bournemouth, Bachelor June 30 Withy, New Swindon

PROCTOR, CATHERINE PENSAM, Tunbridge Wells July 6 Peck, Gray's inn sq

PHIPPS, GEORGE CONSTANTINE, Manchester, M D June 30 Wood & Williamson, Manchester

POWELL, RUTH, Ore, Sussex Aug 1 Sharman & Co, Wellingborough

RIDEHALGH, HENRY, Oxton, Stock Broker July 12 Norton & Seddon Smith, Liverpool

RIDLEY, WILLIAM, Swansey, Foreman July 1 Maughan & Hall, Newcastle on Tyne

RICHARDSON, MERCEY, Liverpool, Cutler July 10 Nicholson & Pemberton, Liverpool

RULE, Mrs ELEANOR, Bayswater July 15 Kilby & Mace, Chipping Norton

SASSOON, ALFRED, Brenchley, Esq July 4 Tatham & Lousada, Old Broad st

SCHOLEY, GEORGE, Barnsley, Yeoman June 8 Horsfield, Barnsley

STEAD, SARAH, Bradford July 20 Hutchinson & Sons, Bradford

STOPFORD, SARAH, Fairfield July 31 Diggles & Ogden, Manchester

WEBB, JACOB, Netherton, Charter Master June 21 Clark, West Bromwich

WILLIAMS, Mrs HANNAH, Kidwelly June 15 Browne, Carmarthen

WORDSWORTH, WILLIAM, Rotherham July 1 Maddison, Barnsley

WRIGHT, WALTER, Wellington, Gent July 1 Booker, Wellington

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, May 31.

RECEIVING ORDERS.

ALLEN, FREDERICK, Nottingham, Sinker Maker Nottingham Pet May 29 Ord May 29

BARKER, EBENEZER, Walkden, Grocer Salford Pet May 29 Ord May 29

BERRY, RUFUS, Keighley, Washing Machine Maker Bradford Pet May 25 Ord May 25

BRIERLEY, HENRY JOSIAH, JOHN WILLIAM BRIERLEY, and FRED BRIERLEY, Huddersfield, Dyers Huddersfield Pet May 24 Ord May 24

BULLEID, MARCUS JAMES, Saltash, Carpenter Plymouth Pet May 28 Ord May 28

BURDEN, WILFRED, Oswestry, Timber Merchant Newtown Pet May 14 Ord May 28

BURRAGE, ANDREW K, Bowes pk, Builder Edmonton Pet April 26 Ord May 24

CLEMETSON, RICHARD, Aylesford, Farmer Maidstone Pet May 27 Ord May 27

COOPER, WILLIAM, Earl Shilton, Boot Manufacturer Leicester Pet May 29 Ord May 29

COWLEY, JAMES, Homerton, Baker High Court Pet May 8 Ord May 27

ELLIS, WILLIAM, Leeds, Innkeeper Leeds Pet May 29 Ord May 29

EYRE, WILLIAM JOHN, and ELIZABETH COLLINS, Liverpool Liverpool Pet May 29 Ord May 29

GALLOP, WILLIAM JOSEPH, Exeter, Clerk Exeter Pet May 28 Ord May 28

GRANT, THOMAS ISAAC, Landport, Butcher Portsmouth Pet May 24 Ord May 24

HINCHLIFF, JOHN, Leeds, Wood Sawyer Leeds Pet May 27 Ord May 27

JACKA, THOMAS, Cardiff, Boot Dealer Cardiff Pet May 28 Ord May 28

JACKSON, HARRY, Nottingham, Sculptor Nottingham Pet May 28 Ord May 28

JOHNSON, FREDERICK, Redditch, Grocer Birmingham Pet May 18 Ord May 28

JONES, MARY AGNES, Handsworth, Stationer Birmingham Pet May 4 Ord May 28

KELLY, THOMAS, and JEREMIAH KELLY, Bolton, Provision Merchants Bolton Pet May 11 Pet May 27

LAMONT, DANIEL, Newcastle upon Tyne, Medical Electrician Newcastle on Tyne Pet May 27 Ord May 27

LAYBURN, THOMAS, Middlesborough, Hotel Keeper Stockton on Tees Pet May 28 Ord May 28

MARSHALL, JOSEPH, Formby, Commission Agent Liverpool Pet May 28 Ord May 28

MCKENNA, GEORGE FREDERICK Nath, Cannon st, Wine Merchant High Court Pet May 9 Ord May 29

MEREDITH, EDWARD JAMES, and EDWARD STEPHEN MEREDITH, Colliers Pontypridd Pet May 27 Ord May 27
MILES, ELIZABETH, Aberdare, Butcher Aberdare Pet May 27 Ord May 27
MORRIS, BENJAMIN, Cardiff, Grocer Cardiff Pet May 28 Ord May 28
MORSE, ARTHUR, Eaton, Grocer Norwich Pet May 27 Ord May 27
MURCHIE, JAMES, Manchester, Draper Manchester Pet April 17 Ord May 28
PROUD, JOSEPH, Littleburn Colliery, Grocer Durham Pet May 28 Ord May 28
RANDALL, JANE MUSGRAVE, Weymouth Dorchester Pet May 28 Ord May 28
SAMSON, STEPHEN, Staplehurst, Farmer Maidstone Pet May 27 Ord May 27
SANDERSON, R W B, Manchester, Broker Manchester Pet March 18 Ord May 27
SLACK, JOHN, Selston, Miner Derby Pet May 29 Ord May 29
SMITH, CECIL THEODORE, Heaton Norris, Grey Cloth Agent Stockport Pet May 10 Ord May 27
SPEARE, WALTER HENRY, Cardiff, Baker Cardiff Pet May 25 Ord May 25
WALSH, WILLIAM JAMES, and WALTER FRANKLIN HEAVEN, Birmingham, Chandelier Makers Birmingham Pet May 29 Ord May 29
WALTERS, MORGAN LANCELOT, Dowlais, Provision Dealer Merthyr Tydfil Pet May 28 Ord May 28
WATERFALL, ALBERT, Manchester, Watchmaker Manchester Pet May 14 Ord May 27
WELLS, THOMAS, Harwich, Bricklayer Colchester Pet May 27 Ord May 27
WILKINSON, WILLIAM HENRY, Bradford, Cabinet Maker Bradford Pet May 29 Ord May 29
WILLOUGHBY, W W J, Liverpool Liverpool Pet April 9 Ord May 28
WROUT, CHARLES WILLIAM, Tydd St Mary, Farmer King's Lynn Pet May 27 Ord May 27
YOUNG, CHARLES, Cardiff, Baker Cardiff Pet May 29 Ord May 29

The following amended notice is substituted for that published in the London Gazette of September 4, 1894:—
BENSTEAD, JOHN ARTHUR, Guildford, Carpenter Guildford Pet Aug 31, 1894 Ord Aug 31, 1894

The following amended notice is substituted for that published in the London Gazette of May 10:—
DEAN, JOHN MARCH, Staines, Surveyor Kingston, Surrey Pet Jan 4 Ord May 3

FIRST MEETINGS.

CLOUGH, CHARLES, Cramlington June 17 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
COCKS, JAMES, Trowbridge, Clerk June 19 at 12.15. Off Rec, Bank chambrs, Corn st, Bristol
DAVIES, JOHN WILLIAM, Checkley, Licensed Victualler June 13 at 12 Off Rec, Newcastle under Lyme
DUKES, JESSE, Wolstanton, Beerseller June 13 at 12.30 Off Rec, Newcastle under Lyme
ELLICOTT, WILLIAM, Oakham, Wheelwright June 7 at 12.30 Off Rec, 1, Berridge st, Leicester
ERDHEIM, MAX, Leeds, Provision Merchant June 10 at 11 Off Rec, 22, Park row, Leeds
GLAZEBROOK, JOHN, Landport, Boiler Maker June 18 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth
GRANT, THOMAS ISAAC, Landport, Butcher June 18 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
GROOMBRIDGE, JOSEPH, Hastings, Saddler June 10 at 12.45 Young & Sons, Bank bldgs, Hastings
HAMLYN, LESOUFE, Richmond June 10 at 12 24, Railway app, London Bridge
HARRIES, FRANCIS JAMES, Fishguard, Draper June 10 at 2.30 Off Rec, 11, Quay st, Carmarthen
HAYS, JOHN, Darwen, Clothier June 19 at 2 County Court house, Blackburn
HOLEHOUSE, GEORGE, Withington, Solicitor June 13 at 2.30 Ogden's chmbrs, Bridge st, Manchester
JOLLEY, JAMES, Runcorn, Tinsmith June 21 at 10.45 Court house, Upper Bank st, Warrington
KELLEY, THOMAS, and JEREMIAH KELLY, Bolton, Provision Merchants June 12 at 3 16, Wood st, Bolton
KING, JOHN EDWARD, Wotton, Glos, Tailor June 11 at 3.15 County Court bldgs, Cheltenham
LEWIS, ARTHUR, Hove, Surveyor June 7 at 12 Off Rec, Pavilion bldgs, Brighton
LITTLECHILD, RICHARD, Doddinghurst, Farmer June 7 at 2 Shirehall, Chelmsford
MILES, JAMES, Aldrington, Builder June 7 at 3 Off Rec, 4, Pavilion bldgs, Brighton
MINTON, GEORGE EDWIN, Shifnal, Mechanic June 12 at 11.45 County Court Office, Madeley
MORGAN, WILLIAM HENRY, Ebbw Vale, Confectioner June 7 at 12 Off Rec, Merthyr Tydfil
MORSE, ARTHUR, Norwich, Grocer June 8 at 12 Off Rec, 8, King st, Norwich
NEW, CHARLES, Grantham, Furniture Warehousesman June 8 at 12 Off Rec, St Peter's Church walk, Nottingham
NICHOL, CHARLES JOHN SCRYMSOUR, Rock Ferry, Gentleman June 11 at 12 Off Rec, 35, Victoria st, Liverpool
OGBURN, F, Harleeden June 11 at 12 Bankruptcy bldgs, Carey st
PARKER, EVAN, Ferndale, Grocer June 11 at 3 Off Rec, Merthyr Tydfil
PINKNEY, THOMAS SUGGITT, Great Driffield, Saddler June 7 at 11 Off Rec, Trinity House lane, Hull
RATCLIFFE, DAVID, Brewood, Grocer June 11 at 11.30 Off Rec, Wolverhampton
ROBERTS, LEMUEL LEWIS, Cardiff, Picture Dealer June 10 at 10 Off Rec, 29, Queen st, Cardiff
ROOT, JOSEPH, Tollesbunt D'Arcy, Farmer June 7 at 12.15 Shirehall, Chelmsford
RUSSELL, JOHN RAY, Jarrow on Tyne, Tailor June 12 at 11 Off Rec, Pink lane, Newcastle on Tyne
SOUTH, J A, Norwich, Pawnbroker June 8 at 1 Off Rec, 8, King st, Norwich
STEEL, HARRY EDWARD, New Swindon, Fruiterer June 11 at 2 Henry C Tombs, Off Rec, 32, High st, Swindon
SWINNERTON, ARNOLD, Hanley, Artist June 13 at 11 Off Rec, Newcastle under Lyme
THOMAS, JOHN, Ferndale, Collier June 11 at 12 Off Rec, Merthyr Tydfil
WAKELAM, JAMES, Willenhall June 11 at 11 Off Rec, Wolverhampton
WARD, THOMAS, Lowestoft, Tobacconist June 8 at 12.30 Off Rec, 8, King st, Norwich
WEARE, THOMAS BENJAMIN, America sq, Oil Merchant June 10 at 12 Bankruptcy bldgs, Carey st
WOOD, WILLIAM, Hop Merchant June 7 at 12 Off Rec, St Peter's Church walk, Nottingham
YOUNG, WILLIAM HENRY, Wood Green June 10 at 11 Bankruptcy bldgs Carey st

The following amended notice is substituted for that published in the London Gazette of May 28:—
JOHNSON, WILLIAM, Spratton, Baker June 5 at 12.30 County Court bldgs, Northampton June 11 at 12 County Hall, Northampton

The following amended notice so far as it relates to the First Meeting is substituted for that published in the London Gazette of May 24:—
BODDY, ALBERT, West Hartlepool, Tailor June 7 at 3 Off Rec, John st, Sunderland

ADJUDICATIONS.

ALLEN, FREDERICK, Nottingham Nottingham Pet May 29 Ord May 29
BALLS, MRS, Cromer Widow Norwich Pet May 11 Ord May 28
BARKER, EBENEZER, Walkden, Grocer Salford Pet May 29 Ord May 29
BERRY, RUFUS, Keighley, Washing Machine Maker Bradford Pet May 23 Ord May 25
BULLEID, MARCUS JAMES, Saltash, Carpenter Plymouth Pet May 27 Ord May 28
COOPER, WILLIAM, Boot Manufacturer Leicester Pet May 29 Ord May 29
COTTON, GEORGE HENRY, Aberavon, Hairdresser Neath Pet May 22 Ord May 28
ELLIS, WILLIAM, Leeds, Innkeeper Leeds Pet May 29 Ord May 29
GALLOP, WILLIAM JOSEPH, Exeter, Clerk Exeter Pet May 28 Ord May 28
GRANT, THOMAS ISAAC, Landport, Butcher Portsmouth Pet May 24 Ord May 24
HAWKINS, CHARLES TITIAN, Oxford, Accountant Oxford Pet April 10 Ord May 28
HINCHLIFF, JOHN, Leeds, Wood Sawyer Leeds Pet May 27 Ord May 27
JACKA, THOMAS, Cardiff, Boot Dealer Cardiff Pet May 27 Ord May 28
JACKSON, HARRY, Nottingham, Sculptor Nottingham Pet May 28 Ord May 28
LAMONT, DANIEL, Newcastle on Tyne, Medical Electrician Newcastle on Tyne Pet May 27 Ord May 27
MEREDITH, EDWARD JAMES, and EDWARD STEPHEN MEREDITH, Ynysybwl, Colliers Pontypridd Pet May 27 Ord May 27
MILES, ELIZABETH, Aberdare, Butcher Aberdare Pet May 27 Ord May 27
MORRIS, BENJAMIN, Cardiff, Grocer Cardiff Pet May 28 Ord May 28
MORSE, ARTHUR, Norwich, Grocer Norwich Pet May 27 Ord May 28
NICHOL, CHARLES JOHN SCRYMSOUR, Rock Ferry, Gent Birkenhead Pet April 22 Ord May 29
PROUD, JOSEPH, Littleburn Colliery, Grocer Durham Pet May 28 Ord May 28
RANDALL, JANE MUSGRAVE, Weymouth Dorchester Pet May 27 Ord May 28
SAMSON, STEPHEN, Hever, Farm Bailiff Maidstone Pet May 25 Ord May 27
SLACK, JOHN, Selston, Coal Miner Derby Pet May 29 Ord May 29
SOUTH, J A, Norwich, Pawnbroker Norwich Pet May 8 Ord May 28
SPEARE, WALTER HENRY, Cardiff, Baker Cardiff Pet May 25 Ord May 25
THOMPSON, THOMAS WILLIAM, Eastham, Shipowner Birkenhead Pet April 30 Ord May 27
WALTERS, MORGAN LANCELOT, Dowlais, Provision Dealer Merthyr Tydfil Pet May 28 Ord May 28
WATERFALL, ALBERT, Manchester, Watchmaker Manchester Pet May 14 Ord May 28
WELLS, THOMAS, Harwich, Bricklayer Colchester Pet May 27 Ord May 27
WROUT, CHARLES WILLIAM, Tydd St Mary, Farmer King's Lynn Pet May 27 Ord May 27
YOUNG, CHARLES, Cardiff, Baker Cardiff Pet May 28 Ord May 29

The following amended notice is substituted for that published in the London Gazette of September 4, 1894:—
BENSTEAD, JOHN ARTHUR, Guildford, Carpenter Guildford Pet Aug 31, 1894 Ord Aug 31, 1894

ADJUDICATION ANNULLED.

LLOYD, J., Bank bldgs, Lothbury, Engineer High Court Adjud March 20, 1894 Annul May 17, 1895

London Gazette.—TUESDAY, June 4.

RECEIVING ORDERS.

BAKER, JOHN, Bilston, Haberdasher Wolverhampton Pet May 31 Ord May 31
BALL, JOHN ALFRED, Carnarvon, Coachbuilder Bangor Pet May 29 Ord May 29
BERNSTEIN, ABRAHAM, Leeds, Commission Agent Bradford Pet May 30 Ord May 30
BREWSTER, CHARLES ELIAS BLOOMFIELD, Plaistow, Butcher High Court Pet May 31 Ord May 31
CARTWRIGHT, GEORGE COOPER, and RUSHWORTH CARTWRIGHT, Sowerby Bridge, Rug Manufacturers Halifax Pet June 1 Ord June 1
CORDER, WILLIAM, Sible Hedingham, Brickmaker Colchester Pet May 31 Ord May 31
FULLILOVE, FRANCIS, Ramsey, Cabinet Maker Peterborough Pet May 31 Ord May 31
HARRISON, EDMUND, Leadenhall Market, Fruiterer High Court Pet May 21 Ord May 28
HIGGS, WILLIAM FREDERICK, Swansea, Commercial Traveller Swansea Pet May 31 Ord May 31
JEFFERIES, JOSEPH, Bristol Bristol Pet May 31 Ord May 31
JENKINS, SIDNEY, Cardiff, Paper Hanger Cardiff Pet May 31 Ord May 31
JONES, JOHN, Newent, Farmer Gloucester Pet May 31 Ord May 31
JONES, WILLIAM TAYLOR, Margate, Schoolmaster Canterbury Pet May 31 Ord May 31
KIRBY, GEORGE, Sheffield, Organ Builder Sheffield Pet May 31 Ord May 31
MAXFIELD, JOHN GEORGE, Cropwell Bishop, Licensed Victualler Nottingham Pet May 27 Ord May 27
MOOR, HERBERT, Grantham, Farmer Nottingham Pet May 15 Ord May 31
PARTINGTON, TOM, Blackpool, Licensed Victualler Preston Pet May 30 Ord May 30
PURRETT, THOMAS, Luton, Farmer Luton Pet May 29 Ord May 31
ROBERTS, EDWIN, Glan Conway, Farmer Bangor Pet May 30 Ord May 30
SHARPE, RICHARD GIBSON, Covent Garden, Fruit Merchant High Court Pet May 14 Ord May 30
SHIMBERG, MORRIS, Manchester, Waterproof Maker Manchester Pet May 31 Ord May 31
STEWART, I C, Islington High Court Pet May 9 Ord May 30
TERRY, RICHARD RUNCIMAN, Leatherhead, Schoolmaster Croydon Pet May 27 Ord May 27
THOMAS, DAVID, Deptford, Builder Greenwich Pet May 31 Ord May 31
WARREN, ERNEST E, Colchester, Shoe Manufacturer Colchester Pet May 10 Ord May 29
WATERHOUSE, JOHN ALFRED, Petersham, Gent Wandsworth Pet Feb 28 Ord May 30

The following amended notice is substituted for that published in the London Gazette of May 24:—
TOOSE, WILLIAM, Childhay, Farmer Bristol Pet May 1 Ord May 20

FIRST MEETINGS.

BAKER, HENRY, Stanford, Bootmaker June 25 at 12 Law Courts, New rd, Peterborough
BEVAN, WILLIAM, Wavertree, Publican June 12 at 2 Royal Hotel, Rhyl
BULLEID, MARCUS JAMES, Saltash, Carpenter June 13 at 11 10, Athenæum ter, Plymouth
CARPENTER, JOHN WILLIAM, Goudhurst, M D June 13 at 3 Off Rec, 24, Railway app, London Bridge
CARTWRIGHT, GEORGE COOPER, and RUSHWORTH CARTWRIGHT, Sowerby Bridge, Rug Manufacturers June 12 at 11 Off Rec, Townhall chmbrs, Halifax
CLEMETSON, RICHARD, Aylesford, Kent, Farmer June 13 at 2 Off Rec, Week st, Maidstone
COOPER, WILLIAM, Earl Shilton, Boot Manufacturer June 13 at 12.30 Off Rec, 1, Berridge st, Leicester
CORDER, WILLIAM, Sible Hedingham, Brickmaker June 11 at 12 Townhall, Colchester
DUNN, PETER, Stockton on Tees, Marine Engineer June 12 at 3 Off Rec, 8, Albert rd, Middlesborough
EVANS, JAMES WILLIAMS, Treorky, Tailor June 13 at 3 Off Rec, Merthyr Tydfil
EVANS, WALTER HENRY, Bristol, Butcher June 19 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol
FISKE, ROBERT ELWYN, Upper Tooting, School Proprietor June 12 at 12 24, Railway app, London Bridge
FOSTER, ALFRED WOOD, Middlesborough, Cabinet Maker June 12 at 3 Off Rec, 8, Albert rd, Middlesborough
GOULDEN, BROMLEY HAWTREY, Sutton, Wharfinger June 11 at 12 Bankruptcy bldgs, Carey st
GRANT, C N, Windsor June 12 at 11 Bankruptcy bldgs, Carey st
GURNEY, JAMES, Chalfont St Giles, Auctioneer June 13 at 11.30 George Hotel, Aylesbury
HOWELLS, HEYWOOD, Ebbw Vale, Mon, Sculptor June 12 at 12 Off Rec, Merthyr Tydfil
HUDSON, WILLIAM REED, Basingstoke June 14 at 12 Off Rec, 4, East st, Southampton
JONES, THOMAS, Porth, Painter June 13 at 12 Off Rec, Merthyr Tydfil
LATTIMER, MATTHEW, Sunderland, Provision Merchant June 12 at 11.30 Off Rec, 25, John st, Sunderland
MURCHIE, JAMES, Manchester, Draper June 13 at 3.30 Ogden's chmbrs, Bridge st, Manchester
PARISH, JOSEPH, Deddington, Farmer June 14 at 12 Off Rec, Oxford
RAYMOND, RICHARD WILLIAM, Bristol, Butcher June 19 at 11.30 Off Rec, Bank chmbrs, Corn st, Bristol
RICKARD, JONATHAN, Kimblewick, Farmer June 15 at 12 Off Rec, Oxford
SAMSON, STEPHEN, Hever, Kent, Farmer June 21 at 10.30 Off Rec, Week st, Maidstone
SCARR, JOHN, Darlington, Painter June 12 at 3 Off Rec, 8, Albert rd, Middlesborough
SEATON, CHARLES, Portland pl, Gent June 12at 2.30 Bankruptcy bldgs, Carey st
SLACK, JOHN, Bulwell, Coal Miner June 12 at 12 Off Rec, St James's chmbrs, Derby
TOD, ALEXANDER, Theobald's rd, Wine Merchant June 12 at 12 Bankruptcy bldgs, Carey st
TOOSE, WILLIAM, Childhay, Farmer June 19 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
WARREN, ERNEST E, Colchester, Shoe Manufacturer June 11 at 11.30 Townhall, Colchester
WELLS, THOMAS, Harwich, Bricklayer June 11 at 11 Townhall, Colchester
WINSLADE, WILLIAM, Selsey, Builder June 12 at 3 Dolphin Hotel, Chichester

ADJUDICATIONS.

BALL, JOHN ALFRED, Carnarvon, Coachbuilder Bangor Pet May 29 Ord May 29
BERNSTEIN, ABRAHAM, Leeds, Commission Agent Bradford Pet May 30 Ord May 30
BRIGGS, CHARLES, Shipley, Wood Turner Bradford Pet May 14 Ord May 31

CHAPMAN, ALFRED WRIGHT, Brockley High Court Pet Oct 29 Ord May 28
CLEMETSON, RICHARD, Aylesford, Farmer Maidstone Pet May 27 Ord May 30
CRIPPIN, WILLIAM, Manchester, Dyer Manchester Pet Mar 20 Ord May 30
DEXTER, ANDREW, Willesden green, Gent High Court Pet Jan 29 Ord May 28
FULLILOVE, FRANCIS, Ramsey, Cabinet Maker Peterborough Pet May 31 Ord May 31
GITTUS, MARY, Exning, Widow Cambridge Pet April 19 Ord May 31
HIGGS, WILLIAM FREDERICK, Swansea, Commercial Traveller Swansea Pet May 31 Ord May 31
HOMER, JOSEPH, Birmingham, Butcher Birmingham Pet May 18 Ord May 29
HUDSON, WILLIAM REED, Basingstoke Winchester Pet May 10 Ord May 31
JENKINS, SIDNEY, Cardiff, Gilder Cardiff Pet May 30 Ord May 31
JOHNSON, FREDERICK, Redditch, Grocer Birmingham Pet May 18 Ord May 28
JONES, JOHN, Newent, Farmer Gloucester Pet May 31 Ord May 31
JONES, WILLIAM BEVAN, Birmingham, Cab Driver Birmingham Pet May 16 Ord May 29
KELLY, THOMAS, and JEREMIAH KELLY, Bolton, Provision Merchants Bolton Pet May 10 Ord May 30
KIRBY, GEORGE, Sheffield, Organ Builder Sheffield Pet May 31 Ord May 31
LAWES, JOHN BENNET, Folkestone, Student Canterbury Pet March 13 Ord May 25
MAXFIELD, JOHN GEORGE, Cropwell Bishop, Licensed Victualler Nottingham Pet May 27 Ord May 31
PARTINGTON, TOM, Blackpool, Licensed Victualler Preston Pet May 30 Ord May 30
ROBERTS, EDWIN, Glan Conway, Farmer Bangor Pet May 29 Ord May 30
RUMBOLL, FREDERICK WILLIAM, Bristol Bristol Pet May 16 Ord May 30
SHIMBERG, MORRIS, Manchester, Waterproof Maker Manchester Pet May 31 Ord May 31
THOMAS, DAVID, New Cross rd, Tobacconist Greenwich Pet May 31 Ord May 31
WINSLADE, WILLIAM, Selsey, Builder Brighton Pet May 20 Ord May 30

SALES OF ENSUING WEEK.

June 10.—Messrs. FURBER, PRICE, & FURBER, at the Mart, E.C., at 2 o'clock, Improved Ground-rents, Freehold and Leasehold Investments (see advertisement, May 25, p. 6).

June 10.—Messrs. PERKINS & CESAR, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Properties (see advertisement, June 1, p. 532).

June 11.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock, Freehold Property (see advertisement, this week, p. 6).

June 11.—Messrs. DRIVER & Co., at the Mart, E.C., at 2 o'clock, Sporting and Freehold Residential Estate (see advertisement, May 25, p. 4; June 1, p. 4).

June 11.—Messrs. MARTIN, CLARKE, & Co., at the Mart, E.C., at 1 o'clock, Leasehold Ground-rent and Residences, Freehold Shop and Dwelling-house (see advertisements, May 25, p. 6).

June 11 and 12.—Messrs. E. & S. SMITH, at the Mart, E.C., at 2 o'clock each day, Freehold and Leasehold House and Shop Properties (see advertisements, this week, p. 549).

June 12.—Messrs. DANIEL SMITH, SON, & OAKLEY, at the Mart, E.C., at 2 o'clock, the Membland Residential Estate (see advertisement, May 25, p. 1).

June 12.—Messrs. MARTIN, CLARKE, & Co., at the Railway Hotel, Finchley, at 6 30 o'clock, a Freehold Residential Property and 49 Plots of Freehold Building Land (see advertisements, May 25, p. 6).

June 12.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, a Freehold Residential Property, Leasehold West-end Mansions and Residence (see advertisements, June 1, p. 4).

June 12.—Messrs. OAKLEY FISHER & Co., at the Mart, E.C., at 1 o'clock, Freehold and Leasehold Investments (see advertisement, this week, p. 550)

June 13.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Properties (see advertisements, this week, p. 6).

June 13.—Messrs. DRIVER & Co., at the Grand Hotel, Birmingham, Freehold Residential and Investment Properties (see advertisement, May 25, p. 4; June 1, p. 4).

June 13.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, E.C., at 2 o'clock, Freehold Residential Properties and Estates and Leasehold Investments (see advertisements, May 25, pp. 2 and 3).

June 13.—Messrs. C. C. & T. MOORE, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Ground-rents, Freehold and Leaseld Properties, and Building Ground (see advertisement, May 25, p. 6).

June 13.—Messrs. VENTON, BULL, & COOPER, at the Mart, E.C., at 1 o'clock Freehold and Long Leasehold Shop Properties (see advertisement, May 25, p. 7).

June 14.—Messrs. BAKER & SONS, at the Mart, E.C., at 2 o'clock, Freehold Ground-rents, Freehold and Leasehold Properties (see advertisements, this week, p. 549).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

SALES FOR THE YEAR 1895.
Telephone, No. 1,669.—Telegraphic address, "Akaber, London."

MESSRS. BAKER & SONS beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground Rents, Reversions, Shares, and other Properties, will be held at the MART, Tokenhouse-yard, E.C., on the following FRIDAYS during the year 1895:—

June 14	July 19	September 13	November 15
June 28	July 26	September 27	November 22
July 5	August 2	October 11	December 6
July 12	August 23	October 25	December 13

Auctions can be held on days besides those above specified.—No. 11, Queen Victoria-street, E.C.

PECKHAM, CAMBERWELL, EAST DULWICH, and WANDSWORTH ROAD.

ON FRIDAY NEXT.—By direction of the Trustee of the late J. C. Reynolds, Esq.— Well-secured Freehold Ground-rents of £174 per annum, arising from 41 dwelling-houses, shops, and licensed premises, producing rack-rentals of over £1,200 per annum.

MESSRS. BAKER & SONS will SELL by AUCTION, at the MART, E.C., on FRIDAY NEXT, JUNE 14, at TWO, in 17 Lots, highly valuable FREEHOLD GROUND-RENTS, as follows:—

Property.	Ground-Rent.	Unexpired Term.	Rack Rental.
PECKHAM & CAMBERWELL.	£ s.		£
Nos. 55 to 69 (odd), Albert-road	25 0	71 yrs.	228
The Gold Diggers' Arms, Albert-road	6 0	69½ yrs.	35
Nos. 1 and 2, St. George's-street	8 8	54 yrs.	57
Nos. 5 to 13 (odd), Frampton-road	19 0	59 yrs	134
Nos. 14 to 20 (even), Coplestone-road...	24 0	81 yrs.	128
Nos. 119 to 125 (odd), Bellenden-road, and	24 0	81 yrs.	119
Nos. 2 and 4, Sedgmoor-place, Southampton-street	9 10	23 yrs.	60
EAST DULWICH.			
Nos. 1 to 7, Gordon-terrace, Goodrich-terrace...	25 0	96 yrs.	200
WANDSWORTH ROAD.			
Nos. 29, 31, 35, 37, 39, 41, and 43, Chrichton-road, and No. 37, Bramwell-street	33 0	70½ yrs.	250
Total	173 18		1,209

Particulars and conditions of sale may be had at the Mart; of J. Banks Pittman, Esq., Solicitor, Basing-house, 17 and 18, Basinghall-street, E.C.; and of the Auctioneers, 11, Queen Victoria-street, E.C.

EAST DULWICH.

ON FRIDAY NEXT.—Freehold Ground-rent of £45 per annum.

MESSRS. BAKER & SONS will SELL by AUCTION, at the MART, E.C., on FRIDAY NEXT, 14th JUNE, at TWO, a valuable FREEHOLD GROUND-RENT of £45 per annum, amply secured upon nine residences, Nos. 169 to 184, Upland-road, East Dulwich, of the rack rental value of £250 per annum, offering a highly sound investment to trustees and others.

Particulars of J. Banks Pittman, Esq., Solicitor, Basing-house, 17 and 18, Basinghall-street, E.C.; and of the Auctioneers, 11, Queen Victoria-street, E.C.

CROYDON.

ON FRIDAY NEXT.—Two capital Freehold Residences, producing £104 per annum.

MESSRS. BAKER & SONS will SELL by AUCTION, at the MART, E.C., on FRIDAY NEXT, 14th JUNE, at TWO, in Two Lots, the well-built FREEHOLD RESIDENCE known as Mont Royd, No. 100, Oakfield-road, three minutes' walk from the West Croydon Railway Station, containing three reception rooms, six bed rooms, and domestic offices; stabling, large garden, and conservatory. Let at the low rental of £60 per annum. Also the adjoining Freehold Residence, known as Cintra, Oakfield-road, containing three reception rooms, five bed rooms, and offices, let at the low rental of £44 per annum.

Particulars of J. Banks Pittman, Esq., Basing-house, 17 and 18, Basinghall-street, E.C.; and of the Auctioneers, 11, Queen Victoria-street, E.C.

OLD KENT-ROAD, S.E.

ON FRIDAY NEXT.—Four well-built Dwelling-houses, Nos. 9, 10, 11, and 12, Surrey-terrace, Park-road; all let, and together producing £100 per annum; unexpired term, 34 years; low ground-rent.

MESSRS. BAKER & SONS will SELL by AUCTION, at the Mart, E.C., on FRIDAY NEXT, 14th JUNE, at TWO, the above capital SMALL LEASEHOLD INVESTMENT.

Particulars of J. Banks Pittman, Esq., Solicitor, Basing-house, 17 and 18, Basinghall-street, E.C.; and of the Auctioneers, 11, Queen Victoria-street, E.C.

ADVOWSON in popular county; substantial net income, representing large return on capital invested; good church and family residence; moderate population; immediate possession.—Particulars of Messrs. ADAMS & PARKES, Ecclesiastical Surveyors, 14, Southampton-street, Strand. List, 2 stamps.

TWO DAYS' SALE at the MART, Tokenhouse-yard, E.C., on TUESDAY and WEDNESDAY, 11th and 12th JUNE, 1895, at TWO o'clock each day.

MESSRS. E. & S. SMITH are favoured with instructions to SELL by AUCTION, on TUESDAY, 11th JUNE, 1895, the following desirable INVESTMENTS in well-let House Property:—

Premises.	Tenure.	Ground-rent.	Rental.
		£ s.	£ s.
55, 56, 57, 58, and 59, Stockwell-green, Stockwell-road (Shops) ...	78 yrs.	8 0 each	150 0 (total)
62, Furley-street, Peckham (Shop) ...	61 yrs.	7 10	27 0
50, Morecambe-street, East-street, Walworth-road ..	Freehold	—	28 0 (wkly.)
9, 11, and 13, Relingal-road, Lower Sydenham (one a Shop)	76 yrs.	14 10	54 12 (wkly.)
9 and 11, Elderton-road, Lower Sydenham ...	71 yrs.	12 0	36 8 (wkly.)
1, Royal-terrace, Lower Sydenham (Shop) ...	84 yrs	7 7	28 12 (wkly.)
35, Hanbury-road, Lavender-hill (Shop) ...	74 yrs.	6 0	30 0
213, Newington-butts ...	37 yrs.	10 0	50 0
33, 35, 37, 39, 41, 43, and 45, Elwood-street, Blackstock-road, Highbury ...	81 yrs	6 10 each	201 4 (total)
241, Blackstock-road, Highbury (Shop) ...	75 yrs.	10 0	36 0
63, Palace-road, Crouch End ...	68 yrs.	7 0	25 0
8 and 10, Holland-road, Hornsey	72 yrs.	6 0 each	45 6
49 and 51, St. John's-road, Upper Holloway ...	53 yrs.	7 10 each	25 0 each
Fairlight-villa, Southgate-road, Wood Green...	83 yrs.	8 0	26 0
1 and 2, Bradley-road, Enfield	83 yrs.	2 0 each	20 16 (wkly.)

The properties may be viewed, and particulars, with conditions (when ready), obtained of Messrs. Boulton, Sons, & Sandeman, Solicitors, 21A, Northampton-square, E.C.; at the Mart; and of the Auctioneers, No. 54, Amwell-street, Pentonville, E.C. (near New River Head).

SECOND DAY'S SALE.

MESSRS. E. & S. SMITH will SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on WEDNESDAY, 12th JUNE, 1895, at TWO o'clock, the following:—

Premises.	Tenure.	Ground-rent.	Rental.
		£ s.	£ s.
44, Ravenscourt-gardens, Hammersmith ...	32 yrs.	6 0	35 0
29, Park-village East, Regent's-park	37 yrs.	9 0	47 10
80 and 82, Kingsgate-road, Kilburn (Shops)...	69 yrs.	10 10 each	62 8 (wkly.)
1, 3, 5, 7, 13, and 15, Walham-avenue, Walham-green ...	85 yrs.	36 0	122 12 (wkly.)
132, Portland-road, Notting-hill...	57 yrs.	10 0	48 2 (wkly.)
56, Lisson-street, Lisson-grove (Shop)	18 yrs.	20 0	50 0 in hand
35a, Manchester-street, Argyle-square...	48 yrs.	7 7	34 0
48 and 49, Dennis-street, York-road, King's-cross	47 yrs.	4 0 each	83 4 (wkly.)
26, Gough-street, Gray's-inn-road ...	15 yrs.	20 0	30 0 (wkly.)
25 and 27, Sidmouth-street, Gray's-inn-road ...	7 yrs.	16 0	160 0 (wkly.)
2, 4, and 6, Plaistow-road, West Ham (Shops) ...	73 yrs.	5 0 each	65 0 (wkly.)
73 and 75, Northey-street, Limehouse (Shop and Beerhouse) ...	48 yrs	7 15	42 0
Crown and Sceptre Public-house, Woolmore-street, Poplar, and Nos. 25, 26, and 27 adjoining ...	11 yrs.	12 10	99 6
21, 22, 40, 41, and 42, Trinity-street, Liverpool-road, Islington	13 yrs.	25 0	103 16
5 and 6, Sebbon-street, Islington ...	43 yrs.	6 6 each	57 0
12, Queen's-place, Essex-road ...	19 yrs.	10 0	30 0
52, Margaret-street, Clerkenwell ...	20 yrs.	5 0	30 0
8 and 9, Thomas-street, Rosebery-avenue, Clerkenwell ...	15 yrs.	13 0	62 8 (wkly.)
21, 22, and 23, White Lion-street, Clerkenwell, and yard and factory	18 yrs.	66 0	93 4 (yard and factory in hand)

The properties may be viewed, and particulars, with conditions, obtained of Messrs. Boulton, Sons, & Sandeman, Solicitors, 21A, Northampton-square, E.C.; at the Mart; and of the Auctioneers, No. 54, Amwell-street, Pentonville, E.C. (near New River Head).